



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

.....  
MONDAY MAY 2, 2011 7:00 P.M.  
.....

• **5:30 pm – FINANCE COMMITTEE MEETING**

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

a. March 21, 2011

3. COMMUNICATIONS

- a. Goodwill Riders Snowmobile Club – Thank You
- b. Judy Markowsky – New Application for Friends of Dorothea Dix Park – Referral to Services Committee
- c. Mark Cormier – New Application for Citizen Comprehensive Plan Committee – Referral to Planning & Development Committee
- d. Delores Landry – New Application for Citizen Comprehensive Plan Committee – Referral to Planning & Development Committee
- e. John Chapman – New Application for Citizen Comprehensive Plan Committee – Referral to Planning & Development Committee
- f. Jim Kiser – New Application for Citizen Comprehensive Plan Committee – Referral to Planning & Development Committee
- g. Robert Lawlis – New Application for Citizen Comprehensive Plan Committee – Referral to Planning & Development Committee
- h. Spencer Meyer – New Application for Citizen Comprehensive Plan Committee – Referral to Planning & Development Committee
- i. Gregory Sirois – New Application for Citizen Comprehensive Plan Committee – Referral to Planning & Development Committee

4. REPORTS

- a. Communications Committee Minutes – 3/17/2011
- b. Communications Committee Minutes – 4/21/2011
- c. Infrastructure Committee Minutes – 4/25/2011
- d. Lura Hoit Pool Board Minutes – 3/8/2011
- e. Finance Committee Minutes – 4/11/2011

B. PUBLIC COMMENTS

**NOTE: The Council will take a 5-minute recess at 8:00 pm.**

C. POLICY AGENDA

1. PUBLIC HEARINGS

- a. Application for renewal of Victualer's License received from Anglers Restaurant at 91 Coldbrook Road
- b. Application for renewal of Liquor License received from Anglers Restaurant at 91 Coldbrook Road
- c. Application for renewal of Victualer's License received from Nealley's Corner Store at 1230 Kennebec Road
- d. Application for Victualer's License received from McLaughlin's at the Marina, 100 Marina Road
- e. Application for Liquor License received from McLaughlin's at the Marina, 100 Marina Road

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Services Committee Recommendations for Reappointment:
  - 1. Donald Desmarais – Edythe Dyer Library Board of Trustees
  - 2. Ruth Stearns – Edythe Dyer Library Board of Trustees
  - 3. John Skehan – Edythe Dyer Library Board of Trustees
- b. Planning & Development Committee Recommendation for Appointment – Chester Bigelow – New Applicant for Conservation Commission

3. UNFINISHED BUSINESS

- a. Draft Zoning Ordinance and Shoreland Zoning Ordinance Text Amendments re Definition of Family – Referral to Planning Board
- b. Consent to Marina Property Sublease – Hamlin's Marina and McLaughlin, LLC
- c. Police Cruiser Bid Results – 2010/2011 Budget – Finance Committee Recommendation
- d. Paving Bid Results – Finance Committee Recommendation
- e. Salt Bids – Request of Public Works Director to Extend 2010 Contract with Harcross – Infrastructure Committee Recommendation

- f. Code of Ethics

#### 4. NEW BUSINESS

- a. Friends of Dorothea Dix Park Water Installation Proposal – Services Committee Recommendation
- b. Recreation Committee Request to Move Forward with Goals Outlined in Draft 2010 Comprehensive Plan – Referral to Services Committee
- c. National Association of Letter Carriers Food Drive Proclamation – 5/14/2011
- d. Sewer Commitment – 1/1/2011 to 3/31/2011
- e. Arbor Day Proclamation – May 19, 2011
- f. Sewer Line Design – Infrastructure Committee Recommendation
- g. Email Request – 2001 Comp Plan

#### D. COMMITTEE REPORTS

#### E. MANAGER'S REPORT

#### F. COUNCILORS' COMMENTS

#### G. ADJOURNMENT

**TOWN COUNCIL MINUTES****MARCH 21, 2011**

The regularly scheduled meeting of the Hampden Town Council was held on Monday, March 21, 2011. The meeting was held at the municipal building community room and was called to order by Attorney Russell at 7:08 p.m.

**Attendance: Councilors:** Andre Cushing, Janet Hughes, Thomas Brann, Jean Lawlis, William Shakespeare and Kristen Hornbrook

**Town Manager:** Susan Lessard

**Town Counsel:** Thomas Russell

**Department Heads/Staff:** Community and Economic Development  
Director Dean Bennett, Town Planner Bob Osborne, Firefighters Jared LeBarnes and Matt St. Pierre

Citizens

The first order of business was the election of Mayor. Attorney Russell asked for nominations. Councilor Brann nominated Janet Hughes for Mayor; seconded by Councilor Lawlis. Councilor Hornbrook nominated Jean Lawlis and she respectfully declined the nomination. There being no further nominations, Attorney Russell closed nominations and vote was 5-1 (Hornbrook). Mayor Hughes was sworn in by Attorney Russell.

Mayor Hughes outlined her goals as Mayor and set out the rules and expectations of councilors and citizens during Council meetings. Councilor Brann requested that these rules be placed on the agenda for discussion at the next meeting.

The Council recognized the Fire Department, represented by Jared LeBarnes and Matt St. Pierre, for their work in obtaining a \$150,000 grant to purchase a new brush truck. Manager Lessard also noted that the Department has written and received additional grants for over \$100,000 worth of firefighting equipment.

**A. CONSENT AGENDA**

Councilor Cushing requested that Items A.3.c. and A.3.d. be set aside. Motion by Councilor Cushing, seconded by Councilor Shakespeare to accept the balance of the consent agenda - Unanimous vote in favor.

A.3.c. DAVID RYDER – NEW APPLICATION FOR CITIZEN COMPREHENSIVE PLAN COMMITTEE – REFERRAL TO PLANNING & DEVELOPMENT COMMITTEE

A.3.d. SHELLEY BLOSSER – NEW APPLICATION FOR CITIZEN COMPREHENSIVE PLAN COMMITTEE – REFERRAL TO PLANNING & DEVELOPMENT COMMITTEE



Councilor Cushing noted that these applications have been referred to the Planning & Development Committee, which will be making a recommendation to the Council as to the composition and procedure for selection of that committee. Motion by Councilor Cushing, seconded by Councilor Brann to accept both items – unanimous vote in favor.

## **B. PUBLIC COMMENTS**

Shelley Blosser thanked former Mayor Arnett for his service and said there are many who are heartsick that he has stepped down. She said he will be missed and she wished him and his family well.

## **C. POLICY AGENDA**

### **1. PUBLIC HEARINGS**

- a. PROPOSED ZONING ORDINANCE TEXT AMENDMENTS re MEDICAL MARIJUANA DISPENSARY AND CULTIVATION FACILITIES AND METHADONE CLINICS – ARTICLES 3.1; 3.2; 3.3; 4.7; 4.24 AND 7.2

Town Planner Bob Osborne introduced the proposed amendments and explained that the purpose is to regulate the location and create performance standards for these facilities. He reported that the Planning Board has returned an ought-to-pass recommendation.

Mayor Hughes explained the procedure for the public hearing and then opened the hearing.

Proponents: Ed Armstrong of Kennebec Road stated that this is the first he has heard about this and asked the Council to consider putting it out for vote by the citizens of Hampden.

Brett McBriearity of 1289 Kennebec Road said we don't need methadone in Hampden.

No one spoke in opposition and there were no general questions or comments. The hearing was closed.

Following discussion, motion by Councilor Cushing, seconded by Councilor Lawlis to adopt the amendments as proposed – by roll, call vote was 5-1 (Hornbrook); motioned carried.

### **2. NOMINATIONS-APPOINTMENTS-ELECTIONS**

- a. SET DATE FOR SPECIAL ELECTION TO FILL AT-LARGE COUNCIL VACANCY – JUNE 14, 2011

Motion by Councilor Cushing, seconded by Councilor Shakespeare to set the date for the special election for Tuesday, June 14, 2011 in conjunction with the

SAD #22 budget validation referendum – unanimous vote in favor. Nomination papers will be available from the Town Clerk beginning March 22<sup>nd</sup> and need to be returned by April 14<sup>th</sup>.

b. COUNCIL COMMITTEE ASSIGNMENTS – FINANCE AND COMMUNICATIONS VACANCIES

Mayor Hughes will chair the Finance Committee. She appointed Councilor Brann to take her place as chair of the Planning & Development Committee and she appointed Councilor Lawlis to replace former Mayor Arnett on the Communications Committee.

c. FINANCE COMMITTEE RECOMMENDATIONS FOR NEW APPOINTMENT AND REAPPOINTMENT:

1. JULIE JOHNSTON – NEW APPOINTMENT TO BOARD OF APPEALS
2. SCOTT LUCIANO – REAPPOINTMENT TO PERSONNEL APPEALS BOARD

Manager Lessard reported that the Finance and Administration Committee had interviewed both candidates and recommended appointment of both.

Motion by Councilor Cushing, seconded by Councilor Lawlis to accept the committee's recommendation for both applicants – unanimous vote in favor.

d. SERVICES COMMITTEE RECOMMENDATIONS FOR REAPPOINTMENT:

1. MARY ELLEN CONNER – LURA HOIT POOL BOARD OF TRUSTEES
2. TRACEY MAHONEY – RECREATION COMMITTEE
3. TERRY BEAN – RECREATION COMMITTEE

Councilor Lawlis reported that the Services Committee has reviewed the applications and recommends reappointment of all three.

Motion by Councilor Lawlis, seconded by Councilor Cushing to reappoint all three applicants. Mayor Hughes asked for a vote and Councilor Hornbrook stated that she wished to abstain from voting because she had not had the opportunity to meet the applicants. Mayor Hughes asked Attorney Russell if a Councilor could abstain from voting. After review of the Council Rules, he advised that Rule #8 provides that every member present, when a question is put, shall give their vote, unless the council, for special reasons, shall excuse them.

Motion by Councilor Cushing seconded by Councilor Lawlis to excuse Councilor Hornbrook from voting – vote was 3 in favor (Hornbrook, Cushing and Lawlis) and 3 opposed (Shakespeare, Brann and Hughes); motion did not carry.

Vote on the original motion to reappoint all three applicants was 5-1 (Hornbrook).

### 3. UNFINISHED BUSINESS

#### a. BUSINESS EXPANSION AND RETENTION (BEAR) PROGRAM STRATEGIC PLAN – RECOMMENDATION OF PLANNING & DEVELOPMENT COMMITTEE TO APPROVE

Community & Economic Development Director Dean Bennett explained the program and noted that the report is the result of over 100 interviews with existing businesses in Hampden. The goal was to identify problematic obstacles to their success and this is a strategic way by which to address those.

As the former chair of the Planning & Development Committee, Mayor Hughes reported that the committee has reviewed the report and recommends that the Council endorse the plan even though it is not required to go to a Council vote.

Motion by Councilor Shakespeare, seconded by Councilor Brann to accept the BEAR program report as presented – By roll call, vote on the motion was 5-1 (Hornbrook).

#### b. 2010 COMPREHENSIVE PLAN DRAFT – NEXT STEPS

Attorney Russell reported that there is a provision in the Town Charter that the Council shall make no change in the Comprehensive Plan without the recommendation of the Planning Board. Because the Planning Board as a whole was not involved in the 2010 Plan and did not make a recommendation to the Town Council, it is Attorney Russell's opinion that the 2010 Plan was not effectively adopted. Therefore, he advised that because the adoption of the 2010 Plan was ineffective, it did not repeal the 2001 Plan and that the 2001 Plan is still in effect and the 2010 Plan is essentially a draft (a copy of his memorandum is attached).

Attorney Russell further explained that under the state statute, the Council had the choice to either appoint a comprehensive planning committee or designate the Planning Board as the planning committee. In 2007 the Council voted to establish a planning committee and include Planning Board members on that committee, but the Planning Board as a whole was not involved and did not make recommendation on the proposed plan.

Mayor Hughes asked for comments from the citizens. The following residents again spoke in opposition to the 2010 Comp Plan, with some adding that the 2001 Plan should also be eliminated and that there is a lack of trust in the Town:

Ed Armstrong, Kennebec Rd.  
Jeremy Williams, 1334 Carmel Rd. No.  
David Ryder, Meadow Rd.  
Jeremy W. Jones, Esq.  
George Miller, Fowler Rd.  
Darrell Sproul, Papermill Rd.

Bernie Philbrick, 1206 Western Ave.  
Lisa Carter, Western Ave.  
Mike Levesque, Deer Hill Lane  
Richard Kelley, 840 Kennebec Rd.  
Robert Dunton, 1227 Carmel Rd No.  
Linda Valcourt, 205 Monroe Rd.

C-3-b

**FARRELL, ROSENBLATT & RUSSELL**

ATTORNEYS AT LAW  
61 MAIN STREET  
P.O. BOX 738  
BANGOR, MAINE 04402-0738

ANGELA M. FARRELL  
NATHANIEL M. ROSENBLATT  
THOMAS A. RUSSELL  
JON A. HADDOW  
GREGORY P. DORR  
ROGER L. HUBER

TELEPHONE (207) 990-3314  
TELECOPIER (207) 941-0239  
e-mail: tar@frrlegal.com

MEMORANDUM

Date: March 10, 2011  
To: Susan Lessard  
From: Tom Russell  
Re: Status of 2010 Comprehensive Plan

The 2010 Comprehensive Plan was prepared and adopted in accordance with the Growth Management statute. Title 30-A M.R.S. § 4324 requires that the municipal officers designate and establish a planning committee to develop a comprehensive plan. The municipal officers may designate the Planning Board as the planning committee, but the municipal officers are not required to do so. For the 2010 Comprehensive Plan, the Town Council created a separate planning committee. Although it is my understanding that two (2) Planning Board members were on the planning committee, the Planning Board as a whole was not involved in the development of the comprehensive plan. It appears that the planning committee followed the statutory process, and referred the proposed plan to the Town Council. The Town Council conducted a public hearing on the proposed comprehensive plan (even though the statute did not require it to do so), and adopted the plan on October 4, 2010.

However, Section 604 of the Town Charter provides as follows:

***Sec. 604 Planning Board: Comprehensive Plan*** – The town council shall provide no changes in the comprehensive plan without the recommendation of the Planning Board. Such recommendations may be overturned by an affirmative vote of five councilors.

It was recently brought to my attention by a staff member that the Planning Board as a whole was not involved in the development of the comprehensive plan, did not review the same, and did not make any recommendation on the proposed 2010 Comprehensive Plan to the Town Council.

In my opinion, the replacement of the 2001 Comprehensive Plan with the new 2010 Comprehensive Plan constituted a "change in the comprehensive plan" within the meaning of

Section 604, as the definition of "change" includes "to exchange or replace with another." Also, it is my opinion that the receipt of a recommendation from the Planning Board as required by Section 604 is a prerequisite to any change to the comprehensive plan by the Town Council. Therefore, even though the statutory enactment process was followed, it is my opinion that the adoption of the 2010 Comprehensive Plan by the Town Council was ineffective because the Town Council did not receive a recommendation from the Planning Board as required by Section 604.

Since the adoption of the 2010 Comprehensive Plan was ineffective, it did not repeal the 2001 Comprehensive Plan by implication. So, at this point, it is my opinion that the 2001 Comprehensive Plan is still in effect, and that the 2010 Comprehensive Plan is essentially a draft. It can be referred to a newly constituted planning committee for further review, but it must be evaluated by the Planning Board, and the Planning Board must make a recommendation on the final draft, before it can be adopted by the Town Council. Given this Charter provision, it might make sense to have the full Planning Board be a part of the planning committee, so then it will have input in, and be familiar with, the final draft that it will have to make a recommendation on.

Clyde MacDonald, a past Councilor and Planning Board member said he wrote the original code enforcement laws for the Town and was Chair of the Planning Board when shoreland zoning was implemented. He noted that he is hearing some of the same arguments today as when the first zoning laws were implemented in 1969 or 1970 and pointed out that the reason land in Hampden is as valuable as it is, is in part because these zoning regulations do protect property values.

Shelley Blosser of 344 Main Road South asked for clarification that a comprehensive plan is not required by the State. Attorney Russell explained that it is required if you want to have a zoning ordinance. She then asked what would happen if the 2001 Plan was not revised. Councilor Brann responded that the 2001 Plan expires on 12/31/2012 and according to the State Planning Office, there would be nothing to support the zoning ordinance so the Town's right to zone ceases at that time. Attorney Russell disagreed and explained that state approval of the comprehensive plan is optional, not mandatory but the benefit of having it certified is that it qualifies the Town for other state programs and if someone challenges the ordinance, there is a better chance to defend it because the state has certified it as being consistent with the Growth Management Act. Attorney Russell clarified that what expires in 2012 is the state's certification of the plan, which means the Town would not qualify for the other benefits, but it does not mean the comp plan is invalid. Mayor Hughes asked Attorney Russell to provide a written legal opinion on this issue.

Mayor Hughes felt it would be appropriate at this time for a motion to forward the 2010 draft Comprehensive Plan to a new committee, including citizens of the Town, with a charge to investigate and review those issues identified over the last three meetings.

Motion by Councilor Cushing, seconded by Councilor Shakespeare that the proposed plan known as the 2010 Comp Plan be referred to the citizen level committee to review and no action to be taken until the committee has been formulated.

During discussion, Councilor Hornbrook stated that it was clear to her that the folks in the room do not want the 2010 Comp Plan referred to a committee, they want it done away with and she feels that we need a motion to kill the draft.

Following further discussion, by roll call vote on the motion to refer the plan to the citizen committee was 5-1 (Hornbrook).

c. MARINA LEASE AMENDMENT re RESTAURANT AND SERVICE OF ALCOHOLIC BEVERAGES

Community & Economic Development Director Dean Bennett explained that in the continuing effort of working with Hamlin Marine on the future development of the marina and adjacent property, this lease amendment paves the way for a full-time restaurant and allows the service of alcoholic beverages. He noted that the current lease only allows a take-out restaurant.

Motion by Councilor Cushing, seconded by Councilor Lawlis to accept the amendment language as presented and authorize the Town Manager to sign the amendment on behalf of the Town – unanimous vote in favor.

d. PAPER TALKS AD REQUEST – COMMUNICATIONS COMMITTEE  
RECOMMENDATION

Councilor Hornbrook reported that it is the recommendation of the Communications Committee to not purchase an ad at this time.

Contrary to the recommendation of the committee, Councilor Brann moved to purchase a 1/9 page ad in Paper Talks and stated that the reason for that is that the Town has an obligation to preserve and promote the understanding and appreciation of the history of the Town. The cost of the ad would be \$364.00 and 75 copies of the magazine would be delivered to the Town Office. Councilor Lawlis seconded the motion and by roll call, vote on the motion was 5-1 (Shakespeare).

**4. NEW BUSINESS**

a. APPLICATIONS FOR RENEWAL OF VICTUALER'S LICENSES

1. BANGOR TENNIS & RECREATION CLUB, 60 MECAW ROAD

Motion by Councilor Shakespeare, seconded by Councilor Brann to approve the application – unanimous vote in favor.

2. BEST WESTERN WHITE HOUSE INN, FILIBUSTER LOUNGE, 155  
LITTLEFIELD AVENUE

Motion by Councilor Shakespeare, seconded by Councilor Brann to approve the application – unanimous vote in favor.

3. DYSART'S SERVICE d/b/a DYSART'S TRAVEL STOP, 366 COLD BROOK  
ROAD

Motion by Councilor Shakespeare, seconded by Councilor Brann to approve the application – unanimous vote in favor.

4. RONALD & BARBARA McKINNON d/b/a McK's VARIETY, 995 WESTERN  
AVENUE

Motion by Councilor Shakespeare, seconded by Councilor Brann to approve the application – unanimous vote in favor.

5. BRIAN & CINDY CARLISLE d/b/a PIZZA GOURMET, 60 MAIN ROAD  
NORTH, SUITE A

Motion by Councilor Brann, seconded by Councilor Shakespeare to approve the application – unanimous vote in favor.

6. KATHY SMITH d/b/a R&K VARIETY, 573 MAIN ROAD NORTH

Motion by Councilor Brann, seconded by Councilor Shakespeare to approve the application – unanimous vote in favor.

7. DLLS, INC. d/b/a SUBWAY OF HAMPDEN, 7 WESTERN AVENUE

Motion by Councilor Shakespeare, seconded by Councilor Brann to approve the application – unanimous vote in favor.

b. REQUEST FROM ACANE TO HOLD 2011 SOUADABSCOOK STREAM CANOE RACE

Motion by Councilor Cushing, seconded by Councilor Brann to grant permission to ACANE to hold the 2011 Souadabscook Stream Canoe Race - unanimous vote in favor.

c. BUDGET REVIEW SCHEDULE - DRAFT

Manager Lessard noted that there was a conflict with the Services Committee on Monday, May 9<sup>th</sup> and requested that the date of the first budget review meeting be changed to May 10<sup>th</sup>.

Motion by Councilor Cushing, seconded by Councilor Lawlis to accept the proposed schedule as amended – unanimous vote in favor.

#### **D. COMMITTEE REPORTS**

Infrastructure – Councilor Shakespeare reported that the committee will meet next Monday at 6:00 pm.

Services – Councilor Lawlis reported that the committee met last Monday and reviewed the SAD #22 trails plan. She said a memorandum of understanding needs to be created and the goal is to have the draft available for the next meeting on April 11<sup>th</sup>. There will be a stakeholder meeting on May 9<sup>th</sup>.

Communications – Councilor Hornbrook reported that the committee discussed the upgrade to the digital broadcast equipment, information in regard to live streaming video, and some ideas from residents for a sign out in front of the Town Office announcing meetings and for a bi-weekly e-mail newsletter.

Planning & Development – Mayor Hughes reported that the committee met on March 2<sup>nd</sup> and reviewed the proposals for marketing the business parks, Hampden Academy re-use, met with Dennis Paper's to discuss their proposal for expansion and talked about improving communications with the Planning Board. The next meeting will be on April 6<sup>th</sup> at 6:00 pm.

Finance – Manager Lessard reported that the committee reviewed the treasurer's warrants and financial statements and approved the budget meeting draft.



**E. MANAGER'S REPORT**

A copy of the Manager's Report is attached.

**F. COUNCILOR'S COMMENTS**

Councilor Brann commented that there has been a request from a Councilor on behalf of a citizen for copies of over 3,000 pages of documents and he hopes that that citizen has been made aware that the cost of making the copies will be on them. Following some discussion, it was decided that this item would be placed on a future agenda to discuss a policy on how such requests will be handled.

**G. ADJOURNMENT**

The meeting was adjourned at 10:38 p.m. by Mayor Hughes without objection.

A handwritten signature in black ink, appearing to read "Denise Hodsdon". The signature is fluid and cursive, with the first name "Denise" written in a larger, more prominent script than the last name "Hodsdon".

Denise Hodsdon  
Town Clerk

MANAGER'S REPORT  
March 21, 2011

TAX DUE DATE – A reminder that the second half of property taxes is due by April 6<sup>th</sup> to avoid interest. The sign is now on the front lawn of the Town Office this week.

Bi-weekly Email – Beginning next week (3/31), the Town will begin sending out an email to persons who register on our website. This email will contain a link to the upcoming Council meeting agenda, a list of Committee meetings to be held, committee vacancies, and other information on current local government actions. This idea was generated from a citizen who attended the Communications Committee meeting on 3/17. The upcoming edition of the newsletter will contain a promotion for residents to sign up on our website so that they can participate in this new communications effort.

Sign for Meetings – The Communications Committee also requested that the Town use a sign in front of the Town Office to notify residents of Council and Planning Board meetings. While staff investigates the cost of a changeable sign for the front of the building we will use the Public Safety speed/notification sign, beginning with tonight's meeting.

Pink Garden – I am happy to report that the tulips are peeking up through the ground in the pink garden in front of the Town Office – thank you to everyone who donated towards the effort.



## ***Goodwill Riders Snowmobile Club***

A-3-a

April 13, 2011

Hampden Town Council  
Town of Hampden  
106 Western Ave.  
Hampden, ME 04444

Subject: Goodwill Riders Snowmobile Club – 2011 Town Donation

Goodwill Riders Snowmobile Club would like to thank the Town of Hampden and the Hampden Town Counsel for its very generous donation of One Thousand Dollars for the 2010-2011 winter seasons.

The past winter season has been great from a winter sports point of view. Goodwill Riders S.C. has been able to maintain the recreation trail system to an even higher standard than any time in recent memory.

Our club membership has also increased to over 125 family memberships, and 25 business memberships.

These members include snowmobilers, cross county skiers, hikers, and snows shoers.

This donation will go a long way to improving yet more of the trail system over the next twelve months.

Again, Thank your for continued support.

Sincerely

Steve Eyles  
Trail Master

Goodwill Riders Snowmobile Club



A-3-b

Check One: ☐ Initial Application  
☐ Reappointment Application

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: Markowsky Judy K  
LAST FIRST MI

ADDRESS: 50 Foxglove Rd. Hampden 04444  
STREET TOWN ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 862-4300 \_\_\_\_\_  
HOME WORK

EMAIL: jmarkowsky@gmail.com

OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: FRIENDS of Dorothea Dix Park

SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee? \_\_\_\_\_

I am a Field ornithologist, herpetologist, Ichthyologist.

Are there any issues you feel this board or committee should address, or should continue to address? \_\_\_\_\_

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

3 YEAR

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

5 YEAR  
PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received: **APR 25 2011**

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ NEW APPT \_\_\_\_ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_



Check One: ☒ Initial Application  
☐ Reappointment Application

A-3-C

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: Cormier Mark S.  
LAST FIRST MI  
ADDRESS: 333 Monroe Rd Hampden 04444  
STREET TOWN ZIP  
MAILING ADDRESS (if different): P.O. Box 7  
TELEPHONE: 949-1421 949-1421  
HOME WORK  
EMAIL: McCormier 63 @ 4 mail . Com  
OCCUPATION: Mechanic

**BOARD OR COMMITTEE PREFERENCE:**

FIRST CHOICE: Comprehensive Plan Committee

SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee?

40 plus year citizen of Hampden.

Large Landowner

Are there any issues you feel this board or committee should address, or should continue to address?

Taxpayer wishes

3 YEAR

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

5 YEAR  
PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received: APR 07 2011

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ NEW APPT \_\_\_\_ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_



Check One: ☒ Initial Application  
☐ Reappointment Application

A-3-d

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: Landry Delores D  
LAST FIRST MI

ADDRESS: 22 Dudley Street Hampden 04444  
STREET TOWN ZIP

MAILING ADDRESS (if different): Same

TELEPHONE: (207) 862-3776 Cell - 735-4097  
HOME WORK

EMAIL: ddlandry@tcreal.com

OCCUPATION: Closing agent - Great East Title

8 yrs - real estate license (inactive)  
BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Comprehensive Plan

SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee? I have participated in several boards

over the years and bring an open mind, constructive feedback and a positive attitude.

Are there any issues you feel this board or committee should address, or should continue to address? \_\_\_\_\_

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

3 YEAR

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

5 YEAR  
PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received: APR 19 2011

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ NEW APPT \_\_\_\_ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_



Check One: ☒ Initial Application  
☐ Reappointment Application

A-3-e

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: CHAPMAN John G  
LAST FIRST MI

ADDRESS: 64 Canoe Ct. Rd.  
STREET TOWN ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 944-5929 862-3336  
HOME WORK

EMAIL: jchapman1@roadrunner.com

OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Comprehensive Plan Review Comm.

SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee? Graduate highway engineer &

Surveyor resident of Hampden for 50 years

Are there any issues you feel this board or committee should address, or should continue to address? No

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

3 YEAR

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

5 YEAR  
PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received: APR 21 2011

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ NEW APPT \_\_\_\_ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NEW APPT                  REAPPOINTMENT                  DATE APPOINTMENT EXPIRES: \_\_\_\_\_





Check One: ☐ Initial Application  
☐ Reappointment Application

A-3-g

## TOWN OF HAMPDEN

### APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: LAWLIS Robert

ADDRESS: 55 KINCID Hampden, ME 04444  
STREET TOWN ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 207-290-0103 same  
HOME WORK

EMAIL: RLAWLIS@gmail.com

OCCUPATION: Attorney

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Comprehensive Plan Review Committee

SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee? Live in the shoreland zone, familiar with the 2010 Comprehensive Plan Draft, familiar w/ DEP regulations, and state environmental laws, permitted a DEP approved 400+ acre subdivision w/ conservation easement

Are there any issues you feel this board or committee should address, or should continue to address? Long term development goals in the town and reasonable protection of private property interests consistent w/ the public interest

3 YEAR

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

5 YEAR  
PLANNING BOARD

#### FOR TOWN USE ONLY

Date Application Received: APR 25 2011

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

☐ NEW APPT ☐ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_



Check One: ☒ Initial Application  
☐ Reappointment Application

A-3-h

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: Meyer LAST Spencer FIRST R. MI  
ADDRESS: 84 Summer St. STREET Hampden TOWN ME 04444 ZIP  
MAILING ADDRESS (if different): \_\_\_\_\_  
TELEPHONE: 207. 862. 5675 HOME 356. 2239 WORK  
EMAIL: Spencer-meyer@maine.edu  
OCCUPATION: Forester

**BOARD OR COMMITTEE PREFERENCE:**

FIRST CHOICE: Comprehensive Plan Committee  
SECOND CHOICE (OPTIONAL): Conservation Committee

How would your experience, education and/or occupation be a benefit to this board or committee? I have experience with open space and comprehensive plan development and review. I am also a natural resource professional well versed in best practices and strategies.

Are there any issues you feel this board or committee should address, or should continue to address? The plan itself is terrific but a better stakeholder input process is needed.

3 YEAR

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

5 YEAR  
PLANNING BOARD



**SPENCER R. MEYER**

*Associate Scientist for Forest Stewardship*

**CENTER FOR RESEARCH ON SUSTAINABLE FORESTS**

5755 NUTTING HALL • ORONO, ME 04469-5755  
207/581-2872 • Fax: 207/581-9358 • Cell: 207/356-2239  
spencer.meyer@maine.edu • crsf.umaine.edu

Date Application Received **APR 27 2011**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE APPOINTMENT EXPIRES: \_\_\_\_\_



**Check One:**

### Initial Application

## Reappointment Application

**TOWN OF HAMPDEN**

## APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Sircis GREGORY T  
LAST FIRST MI  
ADDRESS: 89 Carmel Rd. South Hampton 0744  
STREET TOWN ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 207-862-6619 207-542-1186  
HOME WORK

EMAIL: \_\_\_\_\_  
OCCUPATION: UP Banking / Canada Waterford Bank

BOARD OR COMMITTEE PREFERENCE:  
FIRST CHOICE: Comprehensive Plan Review  
SECOND CHOICE (OPTIONAL): Economic Development Committee

How would your experience, education and/or occupation be a benefit to this board or committee? Extensive managerial, financial and business development experience from years in Banking (see Attached resume)

Are there any issues you feel this board or committee should address, or should continue to address?

3 YEAR

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

DYER LIBRARY  
 RECREATION COMMITTEE  
 BOARD OF APPEALS  
 HISTORIC PRESERVATION COMMITTEE  
 TREE BOARD

5 YEAR  
PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received: **APR 28 2011**

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

NEW APPT      REAPPOINTMENT      DATE APPOINTMENT EXPIRES: \_\_\_\_\_

# GREGORY J. SIROIS

89 Carmel Road South  
Hampden, ME 04444  
(207)862-6619 (H)  
(207)542-1186 (C)

## EXPERIENCE

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### **April 2009 – Present**

### **Camden National Bank**

#### *Vice President / Mid-Coast Regional Manager*

Oversee Bank Operations for all retail Branches in Knox and Lincoln counties and responsible for \$550 million in deposits and \$540 million in loans. Responsible for business development activities, people management, Loan and Deposit growth for said region. Manage Customer Assistance Call Center Operations headquartered in Rockport and Bank Wide Credit Card relationship with Elan. Participate in Deposit Pricing and CRA committees.

### **March 2006- February 2009**

### **Bank of America**

#### *Senior Vice President / Executives*

05/2008 – 02/2009 – SVP/Executive Business Control – Responsible for the following Control Points for all of Card Services 35,000 associates: Sarbanes-Oxley (SOX) Certification, LOBSA Certification, Enterprise-Wide Compliance/Control Initiatives, Monitor Enterprise Data Integrity Initiatives, Operational Loss Policy Liaison, Customer Account Access Monitoring, Non-Public Information, Card Services Information Owner, International Privacy Integration, Suspicious Activity Reporting and Anti-Money Laundering.

10/2007 – 05/2008 – SVP/Executive for Global Sourcing and Strategies – Provide Card Service Lines of Businesses with 24 hour end-to-end servicing capabilities, offering solutions for staffing vacancies, identifying talented work forces and reduced operating cost. Consolidate like functions and processes within card services and existing on-shore and off-shore third-party operations. Migrate business processes to bank owned operations in India. Establish CTQ standards to ensure on-going improvements to quality and cost. Travel extensively to locations such as Mexico, India, Europe, and Philippines.

1/2007 – 05/2008 – SVP/Card Service Vendor Management/Line of Business Champion - Responsibly for 95 US and 105 ECS and Canadian Card Service Vendor relationships as it pertains to Risk Mitigations. Manage Service Level Agreements and all Deliverables to meet the needs and requirements of the Supplier Management Program. Proactively engage support partners to include Supply Chain Management, Audit, Legal, Risk, and Information Security on all issues that impact Card

Services in these areas. Maintain and improve communications between the Line of Businesses and Suppliers.

1/2007 – 10/2007 – SVP/Executive of US Card Information Security and Vendor Management – Responsible for all aspects of Information Security to include Access Management and Control, Release Management, Project Management and Audit supporting the 35,000 Associates of Card Services.

4/2006 - 12/2006 - SVP/ Executive of US Card Business Integration & Optimization – Directed the transitional occupancy planning and execution to support the long-term tactical and strategic goals of US Card Operation covering 35,000 associates in 23 centers in the US and Canada. Interfaced with the Lines of Business to support occupancy and transitional related facility and technology projects. Coordinated budgeting and funding of occupancy projects with US Card finance. Managed financial impacts, forecasting and financial analysis of occupancy related expenses and transitional projects. Coordinated all aspects closing, consolidation and expansion of US Card operations during transitions.

**December 1994- March 2006**

**MBNA America**

*Senior Vice President / Line of Business Executives*

3/2005-3/2006 – SVP/Project Director of USCC Operations – Responsible for establishment of internal and external outsourcing opportunities. Startup and growth of MBNA's internal Canadian/US Customer Satisfaction operations. Responsible for all aspects of external outsourcing to include evaluation, selection, negotiation, startup and ongoing management of vendors.

- 7/2003–2/2005 – SVP/Director of Customer Assistance – Managed all aspects of 260 people in the collection of 30 to 180 day delinquent accounts totaling \$632MM. Responsible for a budget of \$24MM and strategic planning and analysis of all efforts.
- 3/2002-6/2003 – SVP/Director of Customer Satisfaction – Managed all aspects of 360 people providing exemplary Customer service. Responsible for budget of \$20MM and staffing strategies to handle 9.5MM calls annually.
- 6/1999-3/2002 – SVP/Director of Customer Activation – Managed all aspects of 395 people in growing bank outstandings through emphasis on card activation and ancillary products. Responsible for budget of \$31MM and achievement of \$10 billion in outstandings during a two year period.
- 12/1998-6/1999 – FVP/Director of Telesales – Managed all aspects of three Telesales branches with a staff of 530 people. Directed start up of two of three centers. Responsible for a budget of \$13MM and efforts to achieve 367,000 calling hours and 550,000 new accounts.

**August 1990-November 1994**

**Fleet Bank**

*Branch Manager, Commercial/Consumer Lender/Installment Loan Collector*

- Managed sales activities for three branches

Managed combined assets and liabilities of \$136MM with 34 staff members.

#### EDUCATION

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9/1984-5/1988 University of Maine

B.A., Business Administration, concentration in Accounting and Economics

#### COMMUNITY INVOLVEMENT

12/2009 - Maine Discovery Museum – Board Member and Treasure

12/2009 – Harbor Family Services – Board Member

COMMUNICATIONS COMMITTEE MEETING MINUTES  
March 17, 2011

*Attending:*

<i>Councilor Kristen Hornbrook</i>	<i>Sally Leete, resident</i>
<i>Town Clerk Denise Hodsdon</i>	<i>Kympton Lovely, resident</i>
<i>Councilor Andre Cushing</i>	<i>Councilor William Shakespeare</i>
<i>Town Mgr. Susan Lessard</i>	<i>Mark Pierce, Paper Talks</i>

1. Minutes from 2-23-2011 – *The minutes were reviewed by the Committee – no corrections were noted.*

2. Old Business

a. Broadcast Equipment Update – *Town Clerk Denise Hodsdon updated the committee on the installation of the digital equipment that had been installed and the training that she had received on it. It appears that the transition has gone very well with no real down time between the removal of one type and the installation of the updated equipment.*

b. Live Streaming Update – *Councilor Cushing indicated that he had not received the information from Access AV as to the cost of providing the live streaming option for those who do not have Time Warner Cable. He indicated that he would have that information available for the next Communications Committee meeting.*

c. Review Local Program Development Plans...Status and Update – *Councilor Cushing provided some historical information about the way that the Town had done programming for shows in the past. It was the consensus of the Committee to seek volunteers to help with new show ideas and to act as hosts/hostesses. The Committee also discussed Hampden Highlights Day which had been held in prior years to try and connect residents with the civic organizations in the community. It was suggested that the Children's Day Committee invite these groups to participate in Children's Day as a way of getting the groups more visibility.*

d. Paper Talks – *The Committee discussed the subject of making a recommendation to the full council in regard to the purchase of an ad in the Paper Talks magazine. Councilors Shakespeare and Hornbrook indicated that while they had respect for the magazine, that they were not in favor of funding an ad at this time due to the budget constraints facing the Town and the need to look for ways to save. The Committee voted not to recommend the purchase of an ad to the full Council.*

e. Newsletter Update/Ideas – *The Town Manager provided a list of articles that were being considered for the upcoming edition of the newsletter. The goal is to get the Newsletter out the first week in April.*

3. New Business

a. New Member to fill 3rd seat – *This item will be on the agenda for the 3/21/2011 Council meeting. The Mayor will seek an interested Councilor to replace former Mayor Arnett.*

b. Recent resident ideas/Website Updates – *Councilor Hornbrook discussed two emails that she had received with suggestions for communications*

improvements. The first was from Bernard Philbrick and he suggested that the Town put a sign in front of the Town Office to announce meeting dates/times. The second was from Kympton Lovely who suggested that the Town send out a weekly email update letting people know what meetings were scheduled, what committee had vacancies, etc. The Committee discussed both ideas and agreed that implementing the sign idea by use of the Public Safety notice sign and sending out a biweekly news update would be a good idea as well. The Town Manager will prepare a notice to go in the newsletter that encourages people to sign up with their email addresses for the biweekly news update email.

4. Public Comments – Kympton Lovely explained his idea for the email news update piece and agreed to submit a list of items that he believed would be good to include. Sally Leete discussed the idea of a community yard sale to be held in conjunction with Children's Day as a way of getting even more people involved.

5. Committee Member Comments

6. Adjourn – The meeting was adjourned at 7:15 p.m.

Respectfully submitted –

  
Susan Lessard  
Town Manager



## COMMUNICATIONS COMMITTEE MEETING MINUTES

April 21, 2011

*Attending:*

*Councilor Kristen Hornbrook  
Councilor Andre Cushing III  
Councilor Jean Lawlis  
Councilor William Shakespeare*

*Town Manager Susan Lessard  
Sally Leete*

*Councilor Hornbrook opened the meeting at 6 p.m.*

*1. Minutes from 3-17-2011 – The minutes of the 3-17-2011 meeting were reviewed by the Committee. No changes were suggested.*

*2. Old Business*

*a. Live Streaming Update - Councilor Cushing updated the Committee on the costs of video streaming. The estimates received from Access AV indicated that it would be approximately \$250 per month for hosting the service. He will get more information on what different options offer and what the cost differentials for them are. Sally Leete indicated that it would be important to insure that the video streaming was of good quality so that people watching would feel that it was a good expenditure of funds. The Town Manager will put an article in the next newsletter about this service if it is included in the final approved budget by the Town Council.*

*c. Review Local Program Development Plans...Status and Update – The Committee discussed ideas for new shows that included interviews with individual councilors and new staff members, the Glue Crew, a candidates night for the special election, the marina project, the business park, the BEAR program, renewable energy ideas, Dorothea Dix Park, and the ongoing Comprehensive Plan committee review.*

*e. Newsletter Ideas – June – Newsletter article ideas presented included the budget, new councilor interview, comp plan citizen committee formation, PACE program, video streaming, Children's Day, legislative session wrap-up, Government on the Go promotion, and a Public Safety article.*

*f. Town Office Sign - The Town Manager informed the Committee that at the present time it was not legal for the Town to put up a permanent back-lit sign advertising meetings on the grounds of the Municipal Building. The Town will continue to use the Public Safety sign and request that the Planning and Development Committee look at the sign ordinance for possible changes.*

*3. New Business*

*a. Recent resident ideas/Website Updates – Suggestions for the website included photos and bios of town councilors, census results, and continued posting of all events on the Calendar*

*b. Sound system Discussion – Community Room – It was the consensus of the Committee that the Town Manager include the cost of a sound system for the Community Room for consideration in the upcoming budget. The room receives a lot of use and at the present time is very user-unfriendly when it*

*comes to hearing what is being said if a large group is present. It was suggested that a sound system might make the room better utilized as a rental and therefore generate some income to cover the cost of the system.*

*4. Public Comments – Sally Leete indicated that she thought that the use of the Calendar on the website was a good way to keep people up to date on what was happening with the Town.*

*5. Committee Member Comments – Councilor Shakespeare discussed the idea of taping all Committee meetings. The Town Manager suggested that that be addressed as part of the ongoing updates to Council rules. Also discussed was the idea of looking at Council rules as to when the general public can speak at meetings, and perhaps adding an opportunity at the end of the meeting in addition to the one at the beginning and that opportunity as each item is introduced. This item was also seen to be a good discussion item for the Council in reviewing its rules. Councilor Lawlis suggested that perhaps the Council should think of doing some recognition awards for people who donate a lot of time to the town on committee work, etc.*

*The next meeting of the Communications Committee will be at 6 p.m. on Thursday, May 19<sup>th</sup>.*

*6. Adjourn – The meeting was adjourned at 7:35 p.m. by co-chair Councilor Kristen Hornbrook.*

## INFRASTRUCTURE COMMITTEE MEETING MINUTES

Monday, April 25, 2011

## Attending:

Councilor William Shakespeare  
Councilor Andre Cushing III  
Councilor Tom Brann

Public Works Director Chip Swan  
Town Manager Sue Lessard  
Darrell Sproul, resident

1. Minutes of 1/31/2011 – *The minutes of the January 31, 2011 meeting were reviewed. No changes or corrections were made.*
2. Old Business
  - a. Charging businesses for snow removal – *The Public Works Director explained that a resident had expressed concern over the cost of snow removal, primarily adjacent to the Hannibal Hamlin Plaza. The resident was concerned that the Town hauled away snow that was plowed into the right of way from the large parking lot. The Public Works Director explained that in fact, the business owners in the plaza paid to have snow hauled away from the site – not the Town. He further explained that the Town only hauls away snow in areas that cause public safety concerns such as the Route 1A/Western Avenue intersection, the Kennebec Road/1A intersection and along the Main Road north area. No action was taken on this item.*
3. New Business
  - a. Paving Bids – *The Town received 6 bids for paving prices. The low bid was from Vaughn Thibodeau II for \$67.37 per ton. The Public Works director recommended acceptance of the low bid. Motion by Councilor Brann, seconded by Councilor Shakespeare to recommend Vaughn Thibodeau II for paving at a per ton price of \$67.37 and to forward this item to the Finance Committee to make a recommendation on funding of the paving. Vote 2-0.*
  - b. Coldbrook Road Sewer Extension – *Public Works Director Chip Swan explained that Hughes brothers had contacted the Town to request whether the Town would be interested in taking over a sewer line that was to be installed to handle businesses adjacent to Angler's Restaurant. It was the consensus of the Committee to recommend to the full Council acceptance of sewer lines adjacent to the Angler development to the full Council. Vote 2-0.*
  - c. Salt Bids – *The Public Works Director requested permission to extend the 2010 Salt contract with Harcross for another year at the current price of \$63.42 per ton. The Town piggybacked the bid with the State of Maine in 2010 and the State is continuing the contract as well without going back out to bid. No problems with supply or quality have been experienced with this vendor. It was the consensus of the Committee to recommend to the full Council that the Town continue the State salt bid price for a second year at \$63.42.*

- d. *Striping and Crosswalk Quotes – The Public Works Director obtained prices from three vendors for road striping and crosswalk striping. The low bid was L & D Safety Markings at a cost of \$7,564 for striping of roads and \$3,490 for striping of crosswalks.*
- e. *Public Works 2011/12 Budget – The Public Works Director briefly introduced the Public Works budget for 2011/2012. Pressures on the upcoming budget are primarily due to items related to petroleum – fuel for the garage, fuel for the vehicles, steel blades for plows, and the cost of paving.*
- f. *Reserves for 2 – F450 trucks – The Public Works Director discussed his desire to replace two F450 2 wheel drive trucks that are due for replacement this year with 2 F350 four wheel drive trucks. The total cost of two new trucks including dump bodies and plows is approximately \$96,000. With trade ins on the old trucks of +/- \$6,000 each, the net cost to the Town would be \$84,000. It was suggested that perhaps one could be purchased a year over the next two years, or that the Town could consider lease purchases for the vehicles which would level out the payments over the five year life of the vehicle.*
- 4. *Public Comment – Darrell Sproul commented that the Town should be careful about accepting sewer lines if a truck wash facility was involved due to the nature of the material that would be discharged. The Public Works Director responded that any facility constructed would have to meet all the parameters of the Sewer Ordinance in terms of traps and separation, etc. Mr. Sproul also discussed the idea of spacing out the purchase of the two 350's over a few years instead of purchasing both in the same year.*
- 5. *Committee member comments – Councilor Cushing reported that he and other area legislators had met with School District personnel to discuss the desire for continued use of the old Hampden Academy property by the District. He also reported that the estimated cost of retaining the old facility would be approximately \$300,000 per year. In addition, Councilor Cushing discussed his belief that there should be a sidewalk adjacent to the entrance to the new high school that runs at least as far as Roe Village in order to improve safety at the Route 202/Western Avenue Intersection.*

*The meeting was adjourned at 6:55 p.m.*

*Respectfully submitted,*

*Susan Lessard  
Town Manager*

## LUKA HOIT POOL

Board Meeting Minutes ~ 3/8/11

Cedena McAvoy brought the meeting to order at 7:00 pm.

Those present: Cedena McAvoy, Greg Hawkins, John Weinmann, Karen Brooks, Mary Ellen Conner, Jim Feverston, Norm Stern, Darcey Peakall and Julie Macleod. Not present: David Hawkins and Pat Foley.

The secretary's minutes were accepted as presented.

The Director's Report:

- ~ The number of participants in February was down 444 people and daily receipts were down \$5,660 compared to last year. The pool was closed a few days due to snow.
- ~ The pool rental income in February was down \$535 compared to last year. She did not receive Hampden Academy's final swim team check during this billing period. It has since come in.
- ~ The monthly fuel usage went up 129.5 gallons compared to last year. February's cold temperatures affected the pool's oil usage.
- ~ In session II, the pool provided 163 participants in group lessons and 12 private lessons. The number of swim lesson participants and income were down compared to last year. Group swim lessons were down 49 participants and private lessons were down by 17 participants. However, all the private lessons slots that were offered were full. This is due swim team using 11.75 hours of pool time per week during session II and to the pool's new safety protocol, that there is a lifeguard on deck during all swim lessons. Having the lifeguard on deck does not allow the pool to offer as many slots as before. Darcey is looking at the pool schedule to see where more lessons can go.

The board would like Darcey to give out a free swim pass to all people coming in to tour the pool and each board member would give out five free passes to people in the community who currently are not using the pool to generate more usage. The board is also looking at creating a customer satisfaction survey to see how the pool is being used, positive things the pool is doing now and how to improve.

Karen and Norm have agreed to be the nominating committee. They will propose their slate of officers at the next board meeting.

Treasurer's report was read and approved.

Darcey attended the Services Committee meeting last month to review the Susan Abraham Scholarship guidelines and to find out what changes they would allow. The committee did not approve the changes proposed by the board. They did recommend the following ideas: that all Hampden residents get free lessons for children six years old and under, give a discounted rate for siblings, let the fund continue to grow until it can sustain paying for Hampden residents to get first lessons for free, and/or get rid of the financial component as long as the fund can afford it. She did find out that the Memorandum of Understanding was never officially approved by the Services Committee. There was a motion made to table any modifications made to the Susan Abraham Scholarship until the Memorandum of Understanding has been signed. Motion was passed 5-0-1 with Norm abstaining.

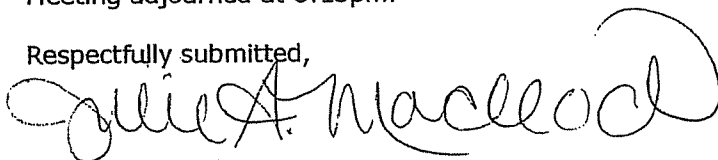
Darcey is interested in trying a summer pre-competitive program for children eight years old and up.

A motion was made to pick a date for the Texas Roadhouse fundraiser and to have Pat as the contact person and Darcey as the back-up. Motion was passed 6-0. Tentative dates are May 7, 14 and 21.

Darcey and Greg discussed engineers and the air handling system.

Meeting adjourned at 8:15pm.

Respectfully submitted,



Julie A. Macleod

**FINANCE COMMITTEE MEETING MINUTES**

Monday, April 11, 2011

## Attending:

Councilor William Shakespeare  
Councilor Thomas Brann  
Councilor Janet Hughes  
Councilor Jean Lawlis  
Councilor Kristen Hornbrook

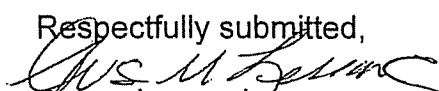
Town Manager Sue Lessard

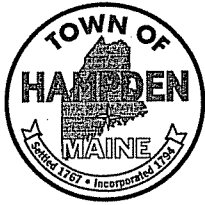
The meeting was opened at 5:30 p.m. by Mayor Hughes.

1. Review Minutes of 4/4/2011 – The minutes of 4/4/2011 were reviewed and no corrections were made.
2. Review & Signature of Warrants – Payment warrants were reviewed and signed by the Committee
3. Financial Statements – March 2011 – The Town Manager presented the March Financial Statements. She noted that tax payments had been coming in well and that both revenues and expenditures were going well for the year.
4. Old Business - None
5. New Business
  - a. 2010/2011 Police Cruiser Bid Results – The Manager reported that the Public Safety Director had asked that this matter be postponed until the Finance Committee meeting of 5/2/2011.
  - b. "Glue Girls" Destination Imagination Team Request for Funds for trip to National Competition – The Town Manager reported that the students involved with the Destination Imagination team from SAD #22 would be attending the Council meeting to request funding for their trip to National Competition. The maximum that the Council can authorize under the terms of the policy established for such requests is \$200.
6. Public Comment - None
7. Committee Member Comments – None

The meeting adjourned at 5:45 p.m.

Respectfully submitted,

  
Susan Lessard  
Town Manager



C-1-a

TOWN OF HAMPDEN  
TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 5/2/2011  
Public Hearing: Yes X No     

- ☐ Application for Liquor License
- ☒ Application for Victualer's License
- ☐ Application for Off-premises Catering
- ☐ Application for Outdoor Wood-burning Furnace License

NAME: Anglers Restaurant John Moody  
Business Name Individual

ADDRESS: 91 Coldbrook Rd. PHONE: 862-2121

MAP/LOT: Map 22 / Lot 4 DATE: 4/6/2011

DEPARTMENT REPORT:

Appears to be in compliance with the Town  
of Hampden Victualer's Ordinance

DATE: 4/27/11

BY: [Signature]  
Title: CODE ENFORCEMENT OFFICER

BY: [Signature]  
Title: FIRE/BUILDING INSPECTOR

# TOWN OF HAMPDEN, MAINE

## APPLICATION FOR VICTUALER'S LICENSE

DATE: 4/6/2011 PHONE NUMBER: (207) 862-2121

NAME(S): Anglers Inc.

ADDRESS: 91 Coldbrook Rd.

NAME OF BUSINESS: Anglers Restaurant

LOCATION OF BUSINESS: 91 Coldbrook Rd.

SIGNATURE: John Moody

\*\*\*\*\*

(FOR TOWN USE ONLY)

\*This facility has been inspected and meets ordinance criteria.

Benji  
Code Enforcement Officer

Daniel A. Pugh  
Fire Inspector/Building Inspector

\*All sewer user fees and personal property taxes are paid in full to date.

Charles M. Johnson  
Tax Collector

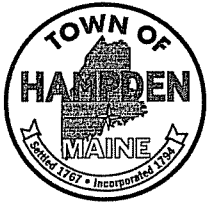
Charles Leonard  
Town Treasurer

\*\*\*\*\*

Please return completed form to: **Town Clerk**  
**Town of Hampden**  
**106 Western Avenue**  
**Hampden, ME 04444**

**LICENSE FEE: \$125.00** Date Received/Fee Paid: 4/6/2011 \$125.00  
(Fee Includes Notice of Public Hearing)





a-1-b

TOWN OF HAMPDEN  
TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 5/2/2011  
Public Hearing: Yes X No       

- ☒ Application for Liquor License
- ☐ Application for Victualer's License
- ☐ Application for Off-premises Catering
- ☐ Application for Outdoor Wood-burning Furnace License

NAME: Anglers Restaurant Bud Hall  
Business Name Individual

ADDRESS: 91 Coldbrook Rd. PHONE: 862-2121

MAP/LOT: Map 22/Lot 4 DATE: 4/12/2011

DEPARTMENT REPORT:

110 (over)

DATE: 04/22/11 BY: [Signature]  
Title: \_\_\_\_\_

**Department of Public Safety  
Division**



**Liquor Licensing & Inspection**

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.  
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**BUREAU USE ONLY**

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

**PRESENT LICENSE EXPIRES** 5/19/11

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTIONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Anglers Inc</u> <b>DOB:</b> _____			<b>2. Business Name (D/B/A)</b> <u>Anglers Restaurant</u>		
<b>DOB:</b> _____			<b>DOB:</b> <u>§</u>		
<b>DOB:</b> _____			<b>Location (Street Address)</b> <u>91 Cold Brook Rd</u>		
<b>Address</b>			<b>City/Town</b> <u>Hampden</u>	<b>State</b> <u>Me</u>	<b>Zip Code</b> <u>04444</u>
<u>60 West Evergreen Ln</u>			<b>Mailing Address</b> <u>91 Cold Brook Rd</u>		
<b>City/Town</b> <u>Swanville</u>	<b>State</b> <u>Me</u>	<b>Zip Code</b> <u>04915</u>	<b>City/Town</b> <u>Hampden</u>	<b>State</b> <u>Me</u>	<b>Zip Code</b> <u>04444</u>
<b>Telephone Number</b> <u>207-322-3292</u>	<b>Fax Number</b> <u>207-842-2120</u>	<b>Business Telephone Number</b> <u>207-842-2121</u>		<b>Fax Number</b> <u>207-842-2120</u>	
<b>Federal I.D. #</b> <u>01-0531899</u>			<b>Seller Certificate #</b> <u>R270869</u>		

3. If premises are a hotel, indicate number of rooms available for transient guests: N/A
4. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ 881,588.72 LIQUOR \$ 44,816.74
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: Kenneth Hall

8. If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_

9. Business records are located at: 60 W Evergreen Ln Swanville Me 04915

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Albert Hall Jr	3/1/56	Sanford Me
Kenneth Hall	11/17/81	Portland Me

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Albert Hall Jr	Swanville Me
Kenneth Hall	Swanville Me

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: \_\_\_\_\_

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 99 Seat Restaurant  
w/ service bar

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mi Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Mortgage - Camden National Bank

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

**NOTE:** "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: \_\_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_\_  
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Albert Hall Jr Pres

Print Name

Print Name

### NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

### THIS APPROVAL EXPIRES IN 60 DAYS.

### FEE SCHEDULE

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	

**FILING FEE**..... \$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: Hampden, Maine Penobscot ss  
City/Town (County)  
 On: May, 2011  
Date

The undersigned being: ☒ Municipal Officers ☐ County Commissioners of the  
☐ City ☒ Town ☐ Plantation ☐ Unincorporated Place of: Hampden, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
    - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
    - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
    - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
  2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
    - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]
    - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
    - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
    - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
    - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
    - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
    - A. [1993, c.730, §27 (rp).]
  4. **No license to person who moved to obtain a license. (REPEALED)**
  5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

STATE OF MAINE  
Liquor Licensing & Inspection Unit  
164 State House Station  
Augusta, Maine 04333-0164  
Tel: (207) 624-7220 Fax: (207) 287-3424

**SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS**

1. Exact Corporate Name: Anglers Inc  
Business D/B/A Name: Anglers Restaurant
2. Date of Incorporation: 2/10/2000
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:  
NA
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
<del>NA</del> Albert Hall Jr	64 W Evergreen Ln Swanville Maine 04915	3/1/56	100	Pres

6. What is the amount of authorized stock? 1000 Outstanding Stock? 1000
7. Is any principal officer of the corporation a law enforcement official? ( ) YES (✓) NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? ( ) YES (✓) NO.
9. If yes, please complete the following: Name: \_\_\_\_\_

Date of  
Conviction: \_\_\_\_\_ Offense: \_\_\_\_\_

Location: \_\_\_\_\_ Disposition: \_\_\_\_\_

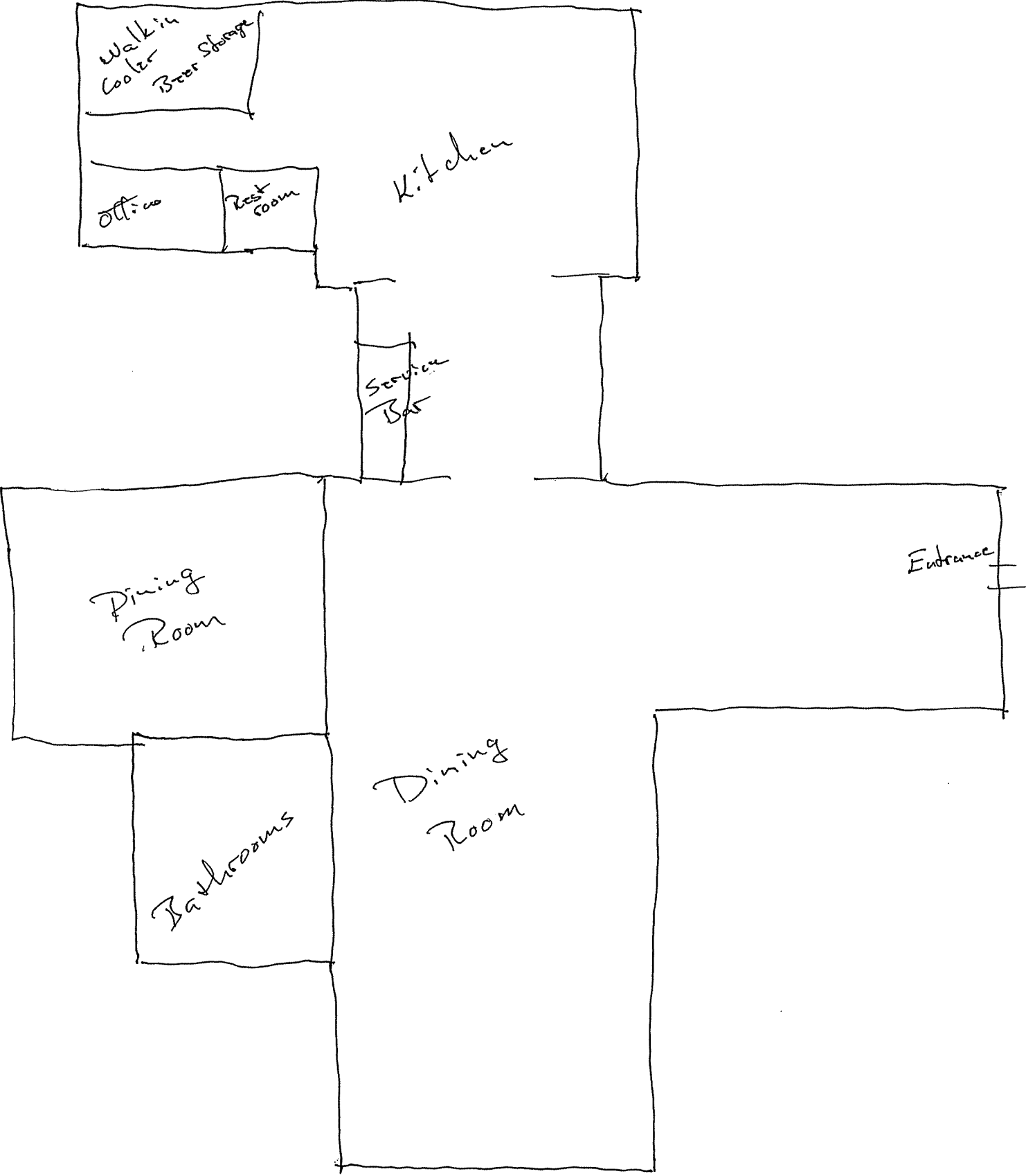
Dated at: \_\_\_\_\_ On: \_\_\_\_\_  
City/Town Date

Albert Hall Jr  
Signature of Duly Authorized Officer

Date: 4/12/11

Albert Hall Jr  
Print Name of Duly Authorized Officer

PREMISE DIAGRAM





C-1-C

TOWN OF HAMPDEN  
TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 5/2/2011  
Public Hearing: Yes X No     

- ☐ Application for Liquor License
- ☒ Application for Victualer's License
- ☐ Application for Off-premises Catering
- ☐ Application for Outdoor Wood-burning Furnace License

NAME: Nealley's Corner Store Martin Panther  
Business Name Individual

ADDRESS: 1230 Kennebec Rd. PHONE: 949-1001

MAP/LOT: Map 1, Lot 31 DATE: 4/13/2011

DEPARTMENT REPORT:

Appears to be in compliance with the Town  
of Hampden Victualer's Ordinance.

DATE: 4/27/11

BY: [Signature]  
Title: CODE ENFORCEMENT OFFICER

BY: [Signature]  
Title: FIRE/BUILDING INSPECTOR



# TOWN OF HAMPDEN, MAINE

## APPLICATION FOR VICTUALER'S LICENSE

DATE: 4/13/11

PHONE NUMBER: 949-1001

NAME(S): Nealleys Corner Store / Martin Panther

ADDRESS: 1230 Kennebec Road

NAME OF BUSINESS: Nealleys Corner Store

LOCATION OF BUSINESS: 1230 Kennebec Rd

SIGNATURE: Martin Panther Sr

\*\*\*\*\*

(FOR TOWN USE ONLY)

\*This facility has been inspected and meets ordinance criteria.

Bon J  
Code Enforcement Officer

Daniel Murphy  
Fire Inspector/Building Inspector

\*All sewer user fees and personal property taxes are paid in full to date.

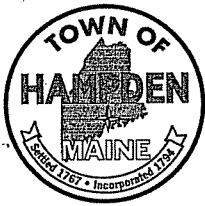
Cheryl C Johnson  
Tax Collector

Debra Liberman  
Town Treasurer

\*\*\*\*\*

Please return completed form to: **Town Clerk**  
**Town of Hampden**  
**106 Western Avenue**  
**Hampden, ME 04444**

**LICENSE FEE: \$125.00** Date Received/Fee Paid: 4/13/2011 \$125.00  
(Fee Includes Notice of Public Hearing)



C-1-d

TOWN OF HAMPDEN  
TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 4/19/11  
Public Hearing: Yes X No     

- ☐ Application for Liquor License
- ☒ Application for Victualer's License
- ☐ Application for Off-premises Catering
- ☐ Application for Outdoor Wood-burning Furnace License

NAME: McLaughlin LLC  
d/b/a McLaughlin's at the Marina Kimberly McLaughlin  
Business Name Individual

ADDRESS: 100 Marina Rd. PHONE: 974-9228

MAP/LOT: 28/17-A1 DATE: 3/16/2011

DEPARTMENT REPORT:

Appears to be in compliance with the Town  
of Hampden Victualer's Ordinance.

DATE: 4/27/11

BY: Ben [Signature]  
Title: CODE ENFORCEMENT OFFICER

BY: Daniel A. [Signature]  
Title: FIRE/BUILDING INSPECTOR

# TOWN OF HAMPDEN, MAINE

## APPLICATION FOR VICTUALER'S LICENSE

DATE: 3-14-11 PHONE NUMBER: 207-974-9228

NAME(S): Kimberly McLaughlin McLaughlin LLC

ADDRESS: 728 Main St, Bangor, Maine 04401

NAME OF BUSINESS: McLaughlin's of the Maine

LOCATION OF BUSINESS: 100 Marina Road, Hampden 04444

SIGNATURE: Kimberly McLaughlin

\*\*\*\*\*

(FOR TOWN USE ONLY)

\*This facility has been inspected and meets ordinance criteria.

Bon J  
Code Enforcement Officer

Daniel A. Pugsley  
Fire Inspector/Building Inspector

\*All sewer user fees and personal property taxes are paid in full to date.

Charles M. Johnson  
Tax Collector

Mark Leonard  
Town Treasurer

\*\*\*\*\*

Please return completed form to: **Town Clerk**  
**Town of Hampden**  
**106 Western Avenue**  
**Hampden, ME 04444**

**LICENSE FEE: \$125.00** Date Received/Fee Paid: 3/14/2011 / \$125.00  
(Fee Includes Notice of Public Hearing)



TOWN OF HAMPDEN  
TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 5/2/2011  
Public Hearing: Yes X No     

- ☒ Application for Liquor License  
☐ Application for Victualer's License  
☐ Application for Off-premises Catering  
☐ Application for Outdoor Wood-burning Furnace License

NAME: McLaughlins At the Marina Kimberly McLaughlin  
Business Name Individual

ADDRESS: 100 Marina Rd. PHONE: 974-9228

MAP/LOT: Map 28, Lot 17-A1 DATE: 4/27/2011

DEPARTMENT REPORT:

No concerns  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 05/20/11

BY: [Signature]  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

**Department of Public Safety  
Division**



**Liquor Licensing & Inspection**

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.  
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**BUREAU USE ONLY**

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

**PRESENT LICENSE EXPIRES** \_\_\_\_\_

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☐ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <i>George R. McLaughlin</i> DOB: <i>11/7/56</i>		<b>2. Business Name (D/B/A)</b> <i>McLaughlin's At the Marina</i>	
DOB: _____			
DOB: _____		Location (Street Address) <i>100 Marina Rd</i>	
Address <i>299 South Rd</i>		City/Town <i>Hampden</i> State <i>ME</i> Zip Code <i>04484</i>	
		Mailing Address	
City/Town <i>Hampden</i> State <i>ME</i> Zip Code <i>04484</i>		City/Town _____ State _____ Zip Code _____	
Telephone Number <i>207-843-6535</i> Fax Number _____		Business Telephone Number _____ Fax Number _____	
Federal I.D. # <i>01-0438270</i>		Seller Certificate # <i>0230870</i>	

3. If premises are a hotel, indicate number of rooms available for transient guests: \_\_\_\_\_
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

7. If manager is to be employed, give name: \_\_\_\_\_

8. If business is NEW or under new ownership, indicate starting date: *May 15*

Requested inspection date: *May 1* Business hours: *11-9*

9. Business records are located at: *1 Marina Rd*

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine?

YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
George R. McLaughlin	11/7/56	Fort Fairfield

Residence address on all of the above for previous 5 years (Limit answer to city & state)

299 South Rd Holden ME 04429

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: \_\_\_\_\_  
Town of Holden

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) \_\_\_\_\_  
100 Marina Rd

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES ☐ NO ☒ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory church/chapel or parish house by the ordinary course of travel? 2 Miles Which of the above is nearest? \_\_\_\_\_

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Mortgage

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: 3/14/11 Bangor Me on 3/14, 2011  
Town/City, State Date

Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

### NOTICE – SPECIAL ATTENTION

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**THIS APPROVAL EXPIRES IN 60 DAYS.**

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	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	
<b>FILING FEE</b>	.....	\$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: Hampden, Maine Penobscot ss  
City/Town (County)

On: May, 2011 Date

The undersigned being: ☒ Municipal Officers ☐ County Commissioners of the  
☐ City ☒ Town ☐ Plantation ☐ Unincorporated Place of: Hampden, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
    - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
    - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
    - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
  2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
    - A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]
    - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
    - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
    - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
    - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
    - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
    - A. [1993, c.730, §27 (rp).]
  4. **No license to person who moved to obtain a license. (REPEALED)**
  5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.



STATE OF MAINE  
Liquor Licensing & Inspection Unit  
164 State House Station  
Augusta, Maine 04333-0164  
Tel: (207) 624-7220 Fax: (207) 287-3424

**SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS**

1. Exact Corporate Name: M Chaughlin Seaford Inc

Business D/B/A Name: \_\_\_\_\_

2. Date of Incorporation: 1980

3. State in which you are incorporated: Maine

4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:  
\_\_\_\_\_

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
George R. McLaughlin	299 South St	11/7/36	100	PRES

6. What is the amount of authorized stock? \_\_\_\_\_ Outstanding Stock? \_\_\_\_\_

7. Is any principal officer of the corporation a law enforcement official? ( ) YES ☒ NO

8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? ( ) YES ☒ NO.

9. If yes, please complete the following: Name: \_\_\_\_\_

Date of Conviction: \_\_\_\_\_ Offense: \_\_\_\_\_

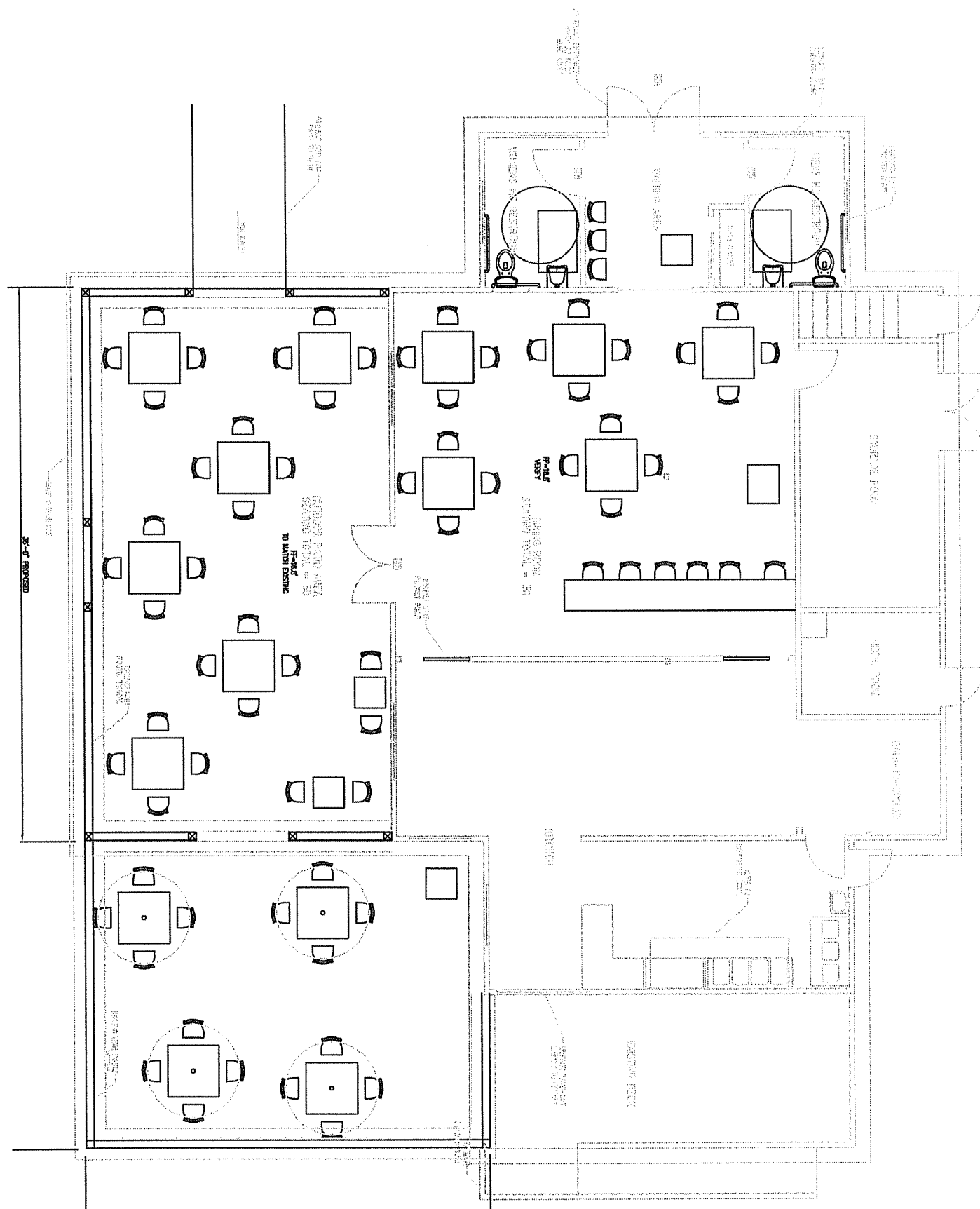
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_

Dated at: \_\_\_\_\_ On: \_\_\_\_\_  
City/Town Date

George R. McLaughlin  
Signature of Duly Authorized Officer

Date: 3/14/11

George R. McLaughlin  
Print Name of Duly Authorized Officer





Check One: ☐ Initial Application  
☒ Reappointment Application

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: Desmarais Donald M  
LAST FIRST MI  
ADDRESS: 6 Charles St Hampden 04444  
STREET TOWN ZIP  
MAILING ADDRESS (if different): \_\_\_\_\_  
TELEPHONE: 862-5053 862-3620  
HOME WORK  
EMAIL: don.desmarais@gmail.com  
OCCUPATION: self-employed  
BOARD OR COMMITTEE PREFERENCE:  
FIRST CHOICE: Edyth Dyer Library  
SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee? \_\_\_\_\_

I have been on the board for over 12 yrs  
and have been chairperson for about 4 yrs. I know  
the problems we face.  
Are there any issues you feel this board or committee should address, or should continue to address? \_\_\_\_\_

We should just continue to keep things running smoothly

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

3 YEAR  
5 YEAR  
PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received **DEC 29 2010**

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ NEW APPT \_\_\_\_ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_



Check One: ☐ Initial Application  
☒ Reappointment Application

C-2-a-2

TOWN OF HAMPDEN  
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Stearns Ruth G.  
LAST FIRST MI  
ADDRESS: 180 Main Road North 04444  
STREET TOWN ZIP  
MAILING ADDRESS (if different): Hampden  
TELEPHONE: 207 942 0396 Cell 207 702 0348  
HOME WORK  
EMAIL: r.stearns15@roadrunner.com  
OCCUPATION: Retired - Teacher - Mother

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Where I could be the most help.

SECOND CHOICE (OPTIONAL): If another younger person would be willing to work on the Board, I would give up the appointment.

How would your experience, education and/or occupation be a benefit to this board or committee? In providing material to read & study, you want an

Knowledge of what has <sup>gone</sup> past - present - and future, to be able to

make choices, and be able to discuss finance with some knowledge

Are there any issues you feel this board or committee should address, or should continue to address? We have discussed a large facility. We are crowded

and don't have enough room for all the patients and wouldn't have room if we could have it.

3 YEAR

CONSERVATION COMMITTEE  
BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
ECONOMIC DEVELOPMENT COMMITTEE  
FRIENDS OF DOROTHEA DIX PARK

DYER LIBRARY

RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMITTEE  
TREE BOARD

5 YEAR  
PLANNING BOARD

FOR TOWN USE ONLY

Date Application Received: JAN 05 2011

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ NEW APPT \_\_\_\_ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_



Check One: ☐ Initial Application  
☒ Reappointment Application

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: SKELTON JOHN W.  
LAST FIRST MI

ADDRESS: 22 Mountain View Drive Hamden 06444  
STREET TOWN ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 945-9652 NA  
HOME WORK

EMAIL: profske @ road runner . com

OCCUPATION: Retired College Professor

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Dyer Library

SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee? Several years on the library board

Are there any issues you feel this board or committee should address, or should continue to address?

	<u>3 YEAR</u>	
CONSERVATION COMMITTEE		DYER LIBRARY
BOARD OF ASSESSMENT REVIEW		RECREATION COMMITTEE
PERSONNEL APPEALS BOARD		BOARD OF APPEALS
LURA HOIT MEMORIAL POOL		HISTORIC PRESERVATION COMMITTEE
ECONOMIC DEVELOPMENT COMMITTEE		TREE BOARD
FRIENDS OF DOROTHEA DIX PARK		

5 YEAR  
PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received: JAN 10 2011

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

NEW APPT \_\_\_\_\_ REAPPOINTMENT \_\_\_\_\_ DATE APPOINTMENT EXPIRES: \_\_\_\_\_

C-2-b



Check One: ☒ Initial Application  
☐ Reappointment Application

**TOWN OF HAMPDEN**  
**APPLICATION FOR TOWN BOARDS AND COMMITTEES**

NAME: Bigelow Chester C. III  
LAST FIRST MI  
 ADDRESS: 38 Hopkins Rd. Hampden 04444  
STREET TOWN ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 207-355-5534 207-827-4456 Ext. 214  
HOME WORK

EMAIL: chet.bigelow@gmail.com

OCCUPATION: Ecologist / Env. Scientist

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Conservation Committee

SECOND CHOICE (OPTIONAL): Planning Board

How would your experience, education and/or occupation be a benefit to this board or committee? I was a regulatory biologist for 28

years with extensive experience in land and water  
resources management as well as environmental permitting

Are there any issues you feel this board or committee should address, or should continue to address? I'll wait to learn more before venturing  
an opinion.

3 YEAR

CONSERVATION COMMITTEE  
 BOARD OF ASSESSMENT REVIEW  
 PERSONNEL APPEALS BOARD  
 LURA HOIT MEMORIAL POOL  
 ECONOMIC DEVELOPMENT COMMITTEE  
 FRIENDS OF DOROTHEA DIX PARK

DYER LIBRARY  
 RECREATION COMMITTEE  
 BOARD OF APPEALS  
 HISTORIC PRESERVATION COMMITTEE  
 TREE BOARD

5 YEAR  
 PLANNING BOARD

**FOR TOWN USE ONLY**

Date Application Received: MAR 02 2011

COUNCIL COMMITTEE ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ NEW APPT \_\_\_\_ REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_

C-3-a



**TO:** Mayor Hughes and Hampden Town Council  
**FROM:** Robert Osborne, Town Planner *RO*  
**SUBJECT:** Draft Zoning Ordinance and Draft Shoreland Zoning Ordinance Text Amendments for  
Definition of Family  
**DATE:** April 7, 2011

At the April 6, 2011 Council Planning and Development Committee meeting there was a vote to send this amendment of the definition of family of both the Shoreland Zoning Ordinance and Zoning Ordinance forward to the Town Council with a recommendation that it be referred to Planning Board for public hearing. Please find attached a copy of the draft amendments to the Zoning Ordinance and Shoreland Zoning Ordinances.

**TOWN OF HAMPDEN**  
**Draft**

The Town of Hampden Hereby Ordains  
Proposed Amendments to the Zoning Ordinance

Deletions are ~~Strikethrough~~      Additions Double Underlined

**ARTICLE 7**  
**DEFINITIONS**

**7.1. Construction Language** - In this Ordinance, certain terms or words shall be interpreted as follows:

The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual; the present tense includes the future tense, the singular number includes the plural, and the plural includes the singular; the word "shall" is mandatory, and the word "may" is permissive; the words "used" or "occupied" include the words "intended", "designed", or "arranged to be used or occupied", the word "building" includes the word "structure" and the word "dwelling" includes the word "residence", the word "lot" includes the words "plot" or "parcel". In case of any difference of meaning or implication between the text of this Ordinance and any map or illustration, the text shall control.

Terms not defined shall have the customary dictionary meaning.

**7.2. Definitions** - In this Ordinance the following terms shall have the following meanings unless a contrary meaning is required by the context or is specifically prescribed:

~~*Family:* One (1) or more persons related by blood, adoption or marriage occupying a premises and living as a single housekeeping unit. A family may contain no more than two (2) individuals not related by blood adoption or marriage except for "community living facilities" as defined by Title 30-A, Section 4357 which shall be considered a family.~~

*Family:* Shall mean an individual, or a group of two or more persons, occupying a dwelling unit and living as a single housekeeping unit. When occupancy of a dwelling unit is by a group of two or more persons, the group of persons occupying the dwelling must either be:

- a. Related by blood, adoption, domestic partnership, or marriage; or
- b. Comprised of two persons who are not related by blood, domestic partnership, adoption or marriage, and any children related to either or both of them by blood, adoption or marriage;
- c. Comprised of persons, whether or not related to each other by blood, domestic partnership, adoption or marriage, but not to exceed four unrelated persons. Family shall not include a group of unrelated persons occupying a boarding home, rooming house, hotel/motel, tourist home or inn.
- d. A Community Living Arrangement as defined by Title 30-A, Section 4357.

Note: For the purposes hereof, the number of unrelated persons occupying a dwelling unit shall be calculated as follows: Any persons related by blood, adoption or marriage plus one unrelated person shall be considered to constitute a total of two unrelated persons, and each additional unrelated person shall be added to determine the total number of unrelated persons occupying the dwelling unit. By way of example, two or more related persons occupying a dwelling unit combined with two unrelated persons occupying the dwelling unit yields a total of three unrelated persons occupying the dwelling unit.

*Community Living Arrangement:* Shall mean a housing facility for 8 or fewer persons with disabilities that is approved, authorized, certified or licensed by the State. A community living facility may include a group home, foster home or intermediate care facility.



**TOWN OF HAMPDEN**  
**Draft**

The Town of Hampden Hereby Ordains  
Proposed Amendments to the Shoreland Zoning Ordinance

Deletions are ~~Strikethrough~~      Additions Double Underlined

**17. Definitions.**

~~*Family:* "Family" means one (1) or more persons related by blood, adoption or marriage occupying a premises and living as a single housekeeping unit. A family may contain no more than two (2) individuals not related by blood, adoption or marriage except for "community living facilities" as defined by Title 30-A, Section 4357 which shall be considered a family.~~

*Family:* Shall mean an individual, or a group of two or more persons, occupying a dwelling unit and living as a single housekeeping unit. When occupancy of a dwelling unit is by a group of two or more persons, the group of persons occupying the dwelling must either be:

- a. Related by blood, adoption, domestic partnership, or marriage; or
- b. Comprised of two persons who are not related by blood, domestic partnership, adoption or marriage, and any children related to either or both of them by blood, adoption or marriage;
- c. Comprised of persons, whether or not related to each other by blood, domestic partnership, adoption or marriage, but not to exceed four unrelated persons. Family shall not include a group of unrelated persons occupying a boarding home, rooming house, hotel/motel, tourist home or inn.
- d. A Community Living Arrangement as defined by Title 30-A, Section 4357.

Note: For the purposes hereof, the number of unrelated persons occupying a dwelling unit shall be calculated as follows: Any persons related by blood, adoption or marriage plus one unrelated person shall be considered to constitute a total of two unrelated persons, and each additional unrelated person shall be added to determine the total number of unrelated persons occupying the dwelling unit. By way of example, two or more related persons occupying a dwelling unit combined with two unrelated persons occupying the dwelling unit yields a total of three unrelated persons occupying the dwelling unit.

*Community Living Arrangement:* Shall mean a housing facility for 8 or fewer persons with disabilities that is approved, authorized, certified or licensed by the State. A community living facility may include a group home, foster home or intermediate care facility.



C-3-b  
Denise Hodsdor

---

## FW: Marina Property Sublease

1 message

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Thomas A. Russell <tar@frrlegal.com>

Wed, Apr 27, 2011 at 2:43 PM

To: Susan Lessard <manager@hampdenmaine.gov>

Cc: Dean Bennett <economicdevelopment@hampdenmaine.gov>, Denise Hodsdon <clerk@hampdenmaine.gov>

Susan: I have reviewed the proposed Sublease between Hamlin's Marina, Hampden and McLaughlin, LLC and I found it to be acceptable, except for the items set forth in the attached email to John Canders. I will keep you posted on any response that I receive from John. I anticipate that these issues can be addressed before Monday's Town Council meeting. Tom

---

**From:** Thomas A. Russell [mailto:tar@frrlegal.com]

**Sent:** Wednesday, April 27, 2011 2:39 PM

**To:** 'Canders, John'

**Cc:** 'Dean Bennett'

**Subject:** Marina Property Sublease

John: It is my understanding that this matter has been placed on the agenda for the 5/2 Town council meeting. I have a few concerns about the Sublease:

1. Has the First Amendment been signed by the Town and Hamlin's Marina, Hampden? I tried to find out from Dean Bennett, but he is out until tomorrow.

I think it should be referenced in the Recitals, and be included in the term "Master Lease".

2. Section of the Master Lease requires Town Council approval of any improvements to the Leased Premises. Accordingly, "and the Hampden Town Council"

should be added after "Sublandlord" in the second line of Article 8 of the Sublease.

3. Section 26 of the Master Lease prohibits mechanic's liens on the Leased Property. Therefore, I believe "and the Town of Hampden" should be added after

"Sublandlord" in the fifth line of Article 8 of the Sublease.

4. Section 15 of the Master Lease requires insurance, so Article 9 (1) of the Sublease should be amended to add the Town, the State, and the United States of America as

additional insureds, at least for the general liability insurance coverage.

5. Section 14 of the Master Lease requires indemnification of the Town, the State and the United States of America. Therefore, those entities should be added as

indemnitees in the third and fourth paragraphs of Article 11 of the Sublease.

6. Since Section 27 of the master Lease requires town approval of any assignment or subletting of the Leased Premises, or any part thereof, "and the Town of Hampden"

should be inserted after "Sublandlord" in the second line of Article 12 of the Sublease.

Please review these matters and get back to me. In addition, in its motion to approve the Sublease, I will ask the Town Council to state in the motion that its approval does not in any way

waive or alter any of its rights under the its Lease with Hamlin's Marina, Hampden.

---

## **SUBLEASE**

This Sublease is made as of the \_\_\_\_ day of April, 2011 by and between **HAMLIN'S MARINA, HAMPDEN**, a Maine corporation with a principal place of business in Waterville, Maine (the "Sublandlord"), and **McLAUGHLIN, LLC**, a Maine limited liability company with a principal place of business in Bangor, Maine (the "Subtenant").

### **RECITALS**

WHEREAS, the Town of Hampden (the "Town") is the owner of certain real property commonly known as the "Hampden Marina" situated southerly of Route 1A in Hampden, Maine, and more particularly described in the deed from the City of Bangor to the Town of Hampden, dated June 23, 1982, and recorded in the Penobscot County Registry of Deeds in Book 3314, Page 273, and depicted on a plan recorded in said Registry in Map File D35-82 (the "Hampden Marina");

WHEREAS, Sublandlord is the lessee of portions of the Hampden Marina by virtue of a certain Lease with the Town, dated April 7, 2006, a memorandum of which is recorded in said Registry in Book 10388, Page 174 (the "Master Lease");

WHEREAS, pursuant to the Master Lease, Sublandlord leases from the Town those portions of the Hampden Marina identified as Parcel A and Parcel B on Schedule A attached hereto and hereby incorporated by reference ("Sublandlord's Premises");

WHEREAS, Sublandlord is the owner of a certain building located on the Sublandlord's Premises, currently consisting of approximately 1,776 square feet and housing offices, a single-family apartment, and a seasonal take-out food establishment ("Sublandlord's Building"); and

WHEREAS, Subtenant desires to lease from Sublandlord, and Sublandlord desires to lease to Subtenant, the Sublandlord's Building together with the non-exclusive use of a portion of the Sublandlord's Premises, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE 1 LEASED PREMISES**

Subject to any validly existing lease(s) and/or agreement(s) for the use and/or occupancy of any portions of the Sublandlord's Building that are not used in connection with the operation of a restaurant, the Sublandlord leases to the Subtenant, and the Subtenant leases from the Sublandlord, the Sublandlord's Building, together with the non-exclusive use of that portion of the Sublandlord's Premises depicted on Schedule B attached hereto and hereby incorporated by reference (the "Parking

Area”) (the Sublandlord’s Building and the Parking Area being collectively referred to herein as the “Leased Premises”), together with the non-exclusive use of existing roadways for the purpose of access to the Leased Premises. Subtenant shall have the right to collect rents from the leased residential unit in the Sublandlord’s Building.

## **ARTICLE 2**

### **USE**

The Subtenant shall use the Leased Premises as a restaurant and not for any other purposes, except that the second floor of the Sublandlord’s Building may be used as offices and/or residential housing. Subtenant acknowledges and agrees that the Parking Area shall be used only for parking for Subtenant’s employees, contractors, business invitees, and guests, and for the location of picnic tables or similar improvements relating to the operation of a take-out restaurant. Subtenant further acknowledges that its use of the Parking Area shall be non-exclusive. The Subtenant’s use of the Leased Premises shall at all times comply with all applicable governmental statutes, ordinances, and regulations, and shall not interfere with Sublandlord’s use of the remaining portions of the Sublandlord’s Premises.

## **ARTICLE 3**

### **TERM**

The term of this Sublease shall commence on the date first written above (the “Commencement Date”), and shall end at midnight on the day preceding that date five (5) years therefrom (the “Term”), unless earlier terminated as otherwise provided in this Sublease. Subtenant shall have the right to extend the Term, at its option, for four (4) additional five (5) year terms.

## **ARTICLE 4**

### **SUBLEASE CONSIDERATION; RENT**

1. Sublease Consideration. Upon the execution of this Sublease, Subtenant shall pay to Sublandlord the amount of [REDACTED] (the “Sublease Consideration”).

2. Rent. The monthly rental amount to be paid by the Subtenant to the Sublandlord for the Leased Premises shall be [REDACTED] (the “Rent”). The Rent shall be due in equal monthly installments on the first day of each month during the Term. In the event that the Commencement Date falls on a day other than the first day of the month, the Rent due for the first calendar month of this Sublease shall be prorated accordingly.

## **ARTICLE 5**

### **TAXES AND UTILITIES**

The Subtenant shall pay all costs, expenses, and obligations of every kind and nature relating to the Leased Premises that may accrue or become due during the Term, including all utilities and

other services consumed or otherwise utilized by the Subtenant in the operation of its business at the Leased Premises, all Real Estate Taxes (hereinafter defined), and all Operating Expenses (hereinafter defined, but which excludes structural maintenance of the Sublandlord's Building). The Subtenant shall indemnify and hold harmless the Sublandlord from and against the same and all costs and expenses incurred by the Sublandlord in connection therewith, including reasonable attorneys' fees. The Subtenant's obligations hereunder shall survive the expiration or early termination of the Sublease and all such payments shall be prorated to reflect the actual Sublease term.

"Real Estate Taxes" shall mean all taxes, assessments, levies, and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that during the term shall or may be assessed, levied, charged, confirmed, or imposed upon or become payable out of or become a lien on the Leased Premises, but shall not include any income or capital gains tax, or lien or payments due to an unpaid amount incurred by the Sublandlord before the Commencement Date.

"Operating Expenses" shall mean the total expenses for the operation, non-structural maintenance and repair of the Sublandlord's Building, improvements, and grounds (the Leased Premises) that are incurred during the term hereof, including without limitation, janitorial services, fire and extended coverage, liability insurance, and water, electricity, gas, and other fuels and utilities as they relate to the Leased Premises.

## **ARTICLE 6**

### **REPAIR AND MAINTENANCE**

The Subtenant shall take good care of the Leased Premises, keep the same in good order and condition and, whether or not caused by the Subtenant's own act or omission, make all necessary nonstructural repairs and replacements to the interior and exterior which shall include all of the following: (i) plumbing, electrical, lighting, and mechanical facilities and equipment within the Leased Premises; (ii) fixtures, bulbs, tubes, ballasts, interior walls, ceilings, windows, doors, signs, plate glass; (iii) the pavement area on the Leased Premises; (iv) all access and egress areas; and (v) other areas included on the Leased Premises. All such repairs, replacements, and restorations shall be made by the Subtenant in compliance with all applicable governmental regulations, and shall be made in a manner and with materials equal to or better than the quality of the construction and materials of the Leased Premises as of the Commencement Date. The Subtenant shall also be responsible for removing ice, snow, and debris from the walks, pavement area, and driveways of the Leased Premises and shall maintain the walks, drives, pavement area, curbs, the landscaping and other portions of the grounds.

The Sublandlord shall be responsible for repairs necessary to maintain the structural integrity of the Sublandlord's Building, including the roof, except such repairs as are made necessary by the activities on the Leased Premises of the Subtenant, its employees, agents, business invitees, or guests, in which event the Subtenant shall be responsible for repair or replacement as necessary. The Sublandlord shall be under no obligation to inspect the Leased Premises, and the Subtenant shall promptly report in writing to the Sublandlord any defective condition in or about the Leased

Premises known to it that the Sublandlord is required to repair hereunder. If the Subtenant willfully fails to report to the Sublandlord any such defective condition, then the Subtenant shall be responsible to the Sublandlord for all liability incurred by the Sublandlord caused directly or indirectly by such condition.

#### **ARTICLE 7 SIGNAGE AND PARKING**

The Subtenant may, without cost or expense to the Sublandlord, place signs on the Leased Premises, provided that said signs are placed at a location and are of a size approved by the Sublandlord. Placement of said signs shall be in full compliance with the ordinances of the Town of Hampden and be in a manner which does not impair the structural integrity of the Sublandlord's Building. The Subtenant shall bear the cost of maintaining said signs.

The Subtenant's use of the access roadways and parking areas on the Leased Premises shall be in common with Sublandlord, its employees, contractors, agents, business invitees, and guests, and with all other parties entitled to the use of the same.

#### **ARTICLE 8 ALTERATIONS**

The Subtenant shall not make any structural alterations, renovations and improvements to the Leased Premises without the prior written consent of the Sublandlord, which consent shall not be unreasonably withheld, conditioned, or delayed. The Subtenant shall perform, at its own expense, any such approved alterations, renovations and improvements in a good, workmanlike, and reasonable manner. The Subtenant shall indemnify and hold harmless the Sublandlord from and against all claims, demands, costs and mechanic's liens which may arise from such alterations, renovations and improvements. The Subtenant shall assume all cost, liability, and responsibility for such alterations, renovations, and improvements.

#### **ARTICLE 9 INSURANCE**

1. Subtenant's Insurance. From and after the Commencement Date, the Subtenant will maintain the following types of insurance: (a) commercial general liability insurance covering the Leased Premises against claims for personal injury and damage to property with a minimum limit of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate as applicable for bodily injury, personal injury or property damage, naming the Sublandlord as an insured; (b) workers' compensation or similar insurance to the extent required by law; and (c) insurance against loss or damage to the Subtenant's personal property on the Leased Premises.

2. Insurance Certificates. All of the foregoing insurance policies required pursuant to the above paragraph will be written with companies reasonably acceptable to the Sublandlord and will provide that the Sublandlord shall be given a minimum of ten (10) days written notice by any

such insurance company prior to the cancellation, termination, or alteration of the terms or limits of such coverage. The Subtenant will deliver to the Sublandlord the foregoing insurance policies or certificates thereof within ten (10) days of the Commencement Date and evidence of all renewals or replacements of same not less than ten (10) days prior to the expiration date of such policies.

## **ARTICLE 10**

### **HAZARDOUS MATERIALS**

Without first obtaining the Sublandlord's written consent and except as otherwise allowable or provided herein, the Subtenant shall not cause or permit any Hazardous Materials, as that term is defined below, to be stored, generated, disposed of, brought upon, kept, or used in or about the Leased Premises by the Subtenant, its agents, employees, contractors, guests, licensees or invitees. Any Hazardous Materials permitted on the Leased Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to any such Hazardous Materials. The Subtenant will in no event permit or cause any disposal of Hazardous Materials in or about the Leased Premises and in particular will not deposit any Hazardous Materials in or about the floor or any drainage system or trash containers at the Leased Premises. The Subtenant shall give immediate notice to the Sublandlord of any violation or potential violation of the provisions of this Section and will at all reasonable and proper times permit the Sublandlord or her agents to enter the Leased Premises to inspect the same for compliance with this section.

The term "Hazardous Materials" means any and all materials or substances which are defined as "hazardous waste" or "hazardous substance" under any state, federal, or local law, and includes, but is not limited to waste oil and petroleum products.

The Subtenant's obligations in this Article shall survive the expiration or other termination of the term of this Sublease.

## **ARTICLE 11**

### **LIABILITY; INDEMNIFICATION**

The Sublandlord shall not be responsible or liable to the Subtenant for any loss or damage that may be occasioned by or through either the acts or omissions of other tenants of the Hampden Marina, of persons occupying adjoining premises, persons occupying any part of the Sublandlord's Building, or guests, agents, employees, invitees or contractors of any of the above. The Sublandlord shall not be liable for any damage arising from acts of neglect on the part of the Subtenant or occasioned by failure of the Subtenant to keep the Leased Premises in repair. The Sublandlord shall not be liable for injury or damage to any person or property occurring on the Leased Premises unless caused by or resulting from the negligence or willful misconduct of the Sublandlord or any of the Sublandlord's guests, agents, employees, invitees or contractors.

All obligations and liabilities, whether on account of merchandise bought and sold or claims for damages or personal injuries, arising out of the Subtenant's use of the Leased Premises are and



shall be exclusively the obligations and liabilities of the Subtenant in whom the management and control are vested. It is understood and agreed that the relationship of the parties is that of Sublandlord and Subtenant and that this Sublease shall not be construed as a joint venture or a partnership.

The Subtenant agrees to indemnify, protect and hold the Sublandlord harmless from and against all liabilities, injuries, claims, losses, or damages to persons or property occurring or arising on or about the Leased Premises due to this Sublease and arising from any right or responsibility granted to or assumed by the Subtenant in this Sublease or otherwise, including all claims by or on behalf of the Subtenant or the Subtenant's guests, agents, employees, invitees or contractors, or any of their respective estates arising out of injuries sustained on the Leased Premises, except to the extent that said liabilities, injuries, claims, losses or damages are caused by or resulting from the negligence or misconduct of the Sublandlord or any of the Sublandlord's guests, agents, employees, invitees or contractors.

The Subtenant also agrees to indemnify and hold harmless the Sublandlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising during or after the term and arising as result of the use, storage, generation, disposal, or contamination of Hazardous Materials on or in the Leased Premises, whether with or without the Sublandlord's consent. This indemnification includes any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, but excluding any environmental condition that existed as of the Commencement Date, which shall remain the Sublandlord's responsibility but which the Subtenant's grossly negligent or willful exacerbation of said pre-existing environmental condition shall be the Subtenant's responsibility. The Subtenant's obligations in this Article shall survive the expiration or other termination of this Sublease.

## **ARTICLE 12**

### **ASSIGNMENT AND SUBLETTING**

The Subtenant shall not assign this Sublease or sublet the Leased Premises to another party without the express written consent of the Sublandlord, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Subtenant may sublease the apartment located in the Sublandlord's Building, provided, however, that the term of any such sublease shall not extend beyond the Term.

## **ARTICLE 13**

### **DAMAGE OR DESTRUCTION**

If the Leased Premises is substantially or totally destroyed by fire, the elements, or other casualty during the Term, the Sublandlord shall be under no obligation to repair, restore, or rebuild the Leased Premises. If the Sublandlord does repair, restore or rebuild the Leased Premises, this Sublease shall continue in full force and effect and the Sublandlord shall promptly repair and restore

the Leased Premises as nearly as practicable to its condition as of the Commencement Date to the extent of the received insurance proceeds.

If the Leased Premises shall be rendered only partly untenable for the Subtenant, the Sublandlord shall be obligated to repair, restore or rebuild the damaged portion up to the extent of the received insurance proceeds. The Rent shall be proportionately reduced or abated on a fair and equitable basis appropriate to the extent of such untenable condition until the Sublandlord has completed the restoration of the Leased Premises as provided herein; *provided, however*, if the damage is caused, directly or indirectly, by the fault, neglect or negligence of the Subtenant, or its guests, agents, employees, invitees or contractors, then there shall be no abatement of rent, except to the extent the Sublandlord receives proceeds from any applicable insurance policy of the Subtenant to compensate the Sublandlord for loss of rent.

In no event shall the Sublandlord be obligated to expend for any repairs, restoration or reconstruction pursuant to this article an amount in excess of the insurance proceeds recovered by it and allocable to the damage to the Leased Premises after deduction therefrom of Sublandlord's reasonable expenses in obtaining such proceeds. The Sublandlord's obligation to repair, restore or reconstruct the Leased Premises pursuant to the provisions of this Article shall be limited to the building shell and any improvements originally constructed in or on the Leased Premises by Sublandlord or contained therein prior to the Commencement Date. The Subtenant shall promptly re-enter the Leased Premises and commence doing business in accordance with the provisions of this Lease after the Sublandlord has completed the required restoration. The Sublandlord shall not be liable to the Subtenant for any loss in business revenues sustained by the Subtenant as a result of said repair, restoration or reconstruction or delays in completing said repairs, restoration or reconstruction.

#### ARTICLE 14 CONDEMNATION

This Sublease shall terminate in the event of a total condemnation or eminent domain of the Leased Premises by any governmental, quasi-governmental authority, utility or other private entity with power of condemnation or eminent domain. A partial condemnation of the Leased Premises shall only terminate this Sublease at the option of the Sublandlord, but if the Sublandlord elects to continue this Sublease, the Subtenant shall be entitled to a partial abatement of Rent proportionate to the loss of use in the Leased Premises suffered by the Subtenant and the Sublandlord covenants and agrees promptly upon such taking to expend so much as may be necessary of the net amount which may be awarded to it in such proceedings to restoring the Leased Premises to an architectural unit as nearly like its condition prior to such taking as shall be practicable. All sums awarded or agreed upon between the Sublandlord and the condemning authority for the taking of the Leased Premises or Leased Premises, as applicable, whether as damages or as compensation, will be the property of the Sublandlord, provided that in the event of any condemnation described herein, the Subtenant shall be permitted to submit a claim for the value of its leasehold estate taken, if any, provided such claim by the Subtenant does not reduce the Sublandlord's claim to be entitled to an award for the same and to participate in any condemnation proceedings. The Subtenant hereby waives all claims against the

Sublandlord and the condemning authority in connection with such taking, including all claims for termination of the Subtenant's leasehold interest hereunder and interference with the Subtenant's business.

#### **ARTICLE 15 SUBORDINATION**

The Subtenant agrees that this Sublease is and shall be subordinate to the Master Lease and to any mortgage or any other security indenture hereafter placed upon the Leased Premises by the Sublandlord, and to any renewal, advancement, modification, replacement or extension of such mortgage or security indenture and the Subtenant agrees to execute any reasonable instrument required to document said subordination for the record; provided however, that, at the Subtenant's request, the Sublandlord's mortgagee shall execute a subordination, non-disturbance and attornment agreement, providing that so long as the Subtenant shall not be in default under this Sublease, it will not be disturbed from its peaceful, quiet enjoyment of the Leased Premises. Sublandlord agrees that it shall remain liable under the Master Lease for those obligations thereunder related to the marina and public recreation facility (as are set out in Article 7 of said Lease), and that Subtenant shall not have any obligation to fulfill such requirements of the Master Lease except those as are directly related to the operation of the Leased Premises.

#### **ARTICLE 16 DEFAULT AND FORFEITURE**

The Subtenant shall be in default upon the occurrence of any one or more of the following events:

1. The Subtenant fails to pay the Rent or any other charges payable hereunder or fails to maintain insurance required hereunder;
2. The Subtenant fails to perform or comply with any of the other material covenants, terms, provisions, or conditions of this Sublease and such failure continues for a period of fifteen (15) days after written notice thereof has been delivered by the Sublandlord, except the Sublandlord, in its sole discretion, may extend said period if such failure cannot be cured with the exercise of all due diligence within said period;
3. The estate hereby created is taken upon execution or by other process of law;
4. Any assignment is made of the property of the Subtenant for the benefit of creditors, or a receiver, guardian, conservator, trustee in involuntary bankruptcy, or other similar officer is appointed to take charge of all or any substantial part of the Subtenant's property by a court of competent jurisdiction, and such appointment is not promptly dismissed; or
5. The Subtenant institutes, or there are instituted against the Subtenant, bankruptcy or insolvency proceedings of any nature and such proceedings are not dismissed within sixty (60) days.

If the Subtenant is in default, notwithstanding any license of any former default or consent thereto or any waiver of these rights in a former instance, the Sublandlord may, immediately or at any time thereafter, without demand or notice, terminate this Sublease, institute proceedings to evict the Subtenant, and pursue any other remedies available to the Sublandlord at law or in equity. Further, the Subtenant covenants and agrees, notwithstanding any termination or entry by the Sublandlord, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent, additional rent, and other charges reserved as they would, under the terms of this Sublease, become due if this Sublease had not been terminated, whether the Leased Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the Term or for the whole thereof, but, in the event the Leased Premises be relet by the Sublandlord (and the Sublandlord agrees to use its best efforts to mitigate its damages in this manner), the Subtenant shall be entitled to a credit in the net amount of rent received by the Sublandlord in reletting, after deduction of all reasonable actual expenses incurred in reletting the Leased Premises, including, but not limited to, remodeling costs, brokerage fees, and reasonable attorney's fees, and in collecting the rent in connection therewith. Nothing herein shall be construed to deny the Sublandlord of any and all other rights and remedies the Sublandlord may have against the Subtenant.

The Subtenant shall pay and indemnify the Sublandlord against all reasonable legal costs and charges, including attorneys' fees lawfully and reasonably incurred, (1) in obtaining possession of the Leased Premises after a default of the Subtenant or after the Subtenant's default in surrendering possession upon the expiration or earlier termination of the Lease, or (2) in enforcing any covenant of the Subtenant herein contained.

Waiver of any breach of any covenant or duty under this Sublease is not a waiver of a breach of any other covenant or duty, or of any subsequent breach of the same covenant or duty.

#### **SECTION 17 HOLDING OVER**

If the Subtenant holds the Leased Premises after expiration or termination of this Sublease without authorization by the Sublandlord, then monthly the Subtenant shall pay to the Sublandlord a sum equal to the rent specified in this Sublease plus one hundred fifty percent (150%) of such amount. The Subtenant shall acquire no additional rights, title, or interest to the Leased Premises by holding the Leased Premises after termination or expiration of this Sublease. The Subtenant shall be subject to legal action by the Sublandlord to obtain the removal of the Subtenant in the event of any such holding over.

#### **ARTICLE 18 SURRENDER**

The Subtenant shall immediately surrender up the Leased Premises to the Sublandlord at the end of the Term, or when otherwise terminated as provided herein. The Subtenant shall surrender

the Leased Premises, including any alterations made by the Subtenant, to the Sublandlord in a clean, neat, and orderly condition and the Subtenant shall, at the request of the Sublandlord, restore the Leased Premises and return them to the Sublandlord in as good condition as of the Commencement Date except for the following: (a) reasonable wear and tear; (b) loss by fire or other casualty; and (c) loss by condemnation. The Subtenant shall, at the Sublandlord's request, remove the Subtenant's property on or before the termination date and pay the cost of repairing all damage to the Leased Premises caused by such removal.

If the Subtenant abandons or surrenders the Leased Premises, or is dispossessed by process of law, or otherwise, any of the Subtenant's property (except money, securities and other like valuables) left on the Leased Premises shall be deemed abandoned; and, at the Sublandlord's option, title shall pass to the Sublandlord under this Sublease as by a bill of sale, or, if the Sublandlord elects to remove all or any part of such Subtenant's property, the cost of such removal, including repairing any damage to the Leased Premises caused by such removal, shall be paid by the Subtenant within ten (10) days of the Sublandlord's demand therefore. This obligation shall survive the termination of this Sublease.

If the Subtenant does not so surrender the Leased Premises, the Sublandlord shall have the right to immediately enter the Leased Premises or any part thereof in the name of the whole, repossess the same, expel the Subtenant and those claiming through or under the Subtenant, and remove the Subtenant and the Subtenant's property, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of Rent or breach of covenant. Further, the Sublandlord shall have the right to place the Leased Premises in a clean, neat, and orderly condition for which the Subtenant shall pay all necessary and reasonable costs and expenses. In the event the Subtenant does not surrender the Leased Premises to the Sublandlord as hereinbefore provided and the Sublandlord is forced to institute eviction or other legal action, the Subtenant agrees to pay to the Sublandlord all reasonable legal fees, sheriff's fees, and costs involved in the termination of this Lease and eviction of the Subtenant.

## ARTICLE 19 NOTICES

All notices permitted or required to be given under this Sublease shall be in writing and shall be deemed to have been validly given and received (a) five (5) business days after deposit in the United States mail by certified mail, return receipt requested; (b) upon the date of hand-delivery if so delivered; or (c) two (2) business days after deposit with a reputable overnight courier. The notice shall be addressed to the parties at the respective addresses below. Either party may change its address for purposes of this Article by giving the other party notice of the new address in the manner described herein.

*If to the Sublandlord:*

Hamlin's Marina, Hampden  
Attention: David Hamlin  
290 West River Road

Waterville, Maine 04901

*If to the Subtenant:*

McLaughlin, LLC  
Attention: Kimberley McLaughlin  
728 Main St.  
Bangor, Maine 04401

**ARTICLE 20**  
**MISCELLANEOUS PROVISIONS**

1. Covenant of Quiet Enjoyment. The Subtenant, subject to the terms and provisions of this Sublease, on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Sublease on the Subtenant's part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Leased Premises during the term hereof without hindrance or ejection by any person whomsoever.

2. Bind and Inure. All of the terms and provisions of this Sublease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

3. Invalidity of Particular Provisions. If any term or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Sublease, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

4. Governing Law. This Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

5. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Sublease.

6. Memorandum of Lease. The Sublandlord and the Subtenant agree not to record this Sublease, but agree to execute a Memorandum of Lease for recording purposes if the Subtenant presents one to the Sublandlord.

**ARTICLE 21**  
**OPTION TO PURCHASE**

Provided that the Subtenant is not in default under the terms hereof, or if this Sublease has not otherwise been terminated, the Sublandlord hereby grants the Subtenant an option to purchase

the Sublandlord's Building and the Parking Area (collectively, the "Option Property") upon the following terms and conditions ("Purchase Option"):

1. Option Contingency. Subtenant acknowledges and agrees that the option to purchase the Option Property set forth in this Article is expressly contingent on Sublandlord acquiring fee title to the Option Property (the "Option Contingency"). In the event that Sublandlord is not able to acquire fee title to the Option Property, the Purchase Option shall be null and void.

2. Exercise. Upon satisfaction of the Option Contingency, the Subtenant may exercise the Purchase Option by delivering to the Sublandlord written notice of its exercise. If the Option Contingency is satisfied and Subtenant does not deliver to the Sublandlord written notice of its exercise of the Purchase Option by the expiration of the Term, then the Subtenant shall be deemed to have waived the Purchase Option and Sublandlord may proceed to sell, transfer or convey the Option Property or any interest therein. The Purchase Option terminates upon the termination of this Sublease.

3. Closing. The closing shall take place within sixty (60) days of Sublandlord's receipt of Subtenant's notice of exercise at the offices of Subtenant's counsel on a day and at a time mutually agreeable to both parties, unless delayed in accordance with other provisions of this Sublease.

4. Purchase Price; Credit. Subject to any adjustments and prorations hereinafter described, Subtenant agrees to pay for the Option Property the sum of [REDACTED] (the "Purchase Price"), which shall be payable as follows:

A. The Subtenant shall receive a credit for the Sublease Consideration and ninety-four percent (94%) of all Rent actually paid to the Sublandlord under the terms of this Sublease, which amount shall be applied as a credit against the Purchase Price;

B. The remaining balance shall be due at closing, payable to the Sublandlord in immediately available funds by certified check or by wire transfer in accordance with wiring instructions provided by the Sublandlord within a reasonable time prior to closing.

5. Personal Property. Any personal property owned by the Sublandlord on the Option Property is included with the sale at no additional cost and is conveyed "AS-IS, WHERE-IS" with no warranty or other covenants or representations.

6. Closing Documents. At the closing, the Sublandlord shall execute and deliver to the Subtenant, against payment of the Purchase Price, a Quitclaim Deed with Covenant in accordance with the Short Form Deeds Act, 33 M.R.S. §§ 761 *et seq.*, naming the Subtenant as grantee, free and clear of all encumbrances and liens, other than (i) easements, restrictions, or agreements of record otherwise acceptable to the Subtenant; (ii) any conditions which a physical inspection of the Option Property might reveal; (iii) existing laws, ordinances, or regulations governing the use of the Option Property, and (iv) validly existing lease(s) and/or agreement(s) for the use and/or occupancy of any

portions of the Sublandlord's Building that are not used in connection with the operation of a restaurant.

The Sublandlord further agrees to execute and deliver to the Subtenant the following documents: (a) Maine Real Estate Transfer Tax Declaration and Real Estate Withholding forms; (b) a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations); and (c) a title insurance "Seller's Affidavit" regarding mechanics liens for work undertaken or materials furnished by virtue of an agreement with, or by the consent of either party, or of a person having authority from or rightfully acting for either party, and persons in possession.

7. Title. The cost for any title examination, including title insurance premiums, shall be the responsibility of the Subtenant. If, upon exercising the Purchase Option, the Subtenant finds title to the Option Property not to be good and marketable according to the Title Standards promulgated by the Maine Bar Association, free and clear of all encumbrances and liens, other than those items identified in Subsection 6 above (collectively "Defects"), then the Sublandlord may delay closing for not more than thirty (30) days in order for the Sublandlord to cure the Defects. Notice of the Defects must be delivered by the Subtenant to the Sublandlord, in writing, not less than ten (10) days before the closing, or the Subtenant shall be deemed to have accepted title subject to the Defects. In the event the Sublandlord is unable to cure the Defects after exercise of reasonable efforts therefor, the Subtenant may, at the Subtenant's option (a) accept such title as the Sublandlord can convey, with no adjustment to the Purchase Price, or (b) terminate the purchase and all parties shall be released from their obligations under the Purchase Option (but said termination shall not affect the rights and obligations of the parties under the Sublease).

The Sublandlord may, at the time of delivery of the deed, use the purchase money or any portion thereof, to clear the title of any and all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or if said encumbrance is a mortgage with an institutional lender, by reasonable provision for the procurement of a discharge or depositing sufficient purchase money with an attorney representing the Subtenant.

8. Inspection. The Subtenant's obligations under this Sublease are not contingent upon its inspecting the Option Property. The Subtenant is buying the Option Property and any equipment, fixtures, and personal property, in "as-is, where-is" condition.

9. Risk of Loss; Possession. All risk of loss to the Option Property prior to the closing shall be borne by Subtenant, except and unless the loss was caused by the Sublandlord. At the closing, full possession of the Option Property shall be delivered to the Subtenant, subject to any validly existing lease(s) for those portions of the Sublandlord's Building that are not subject to this Sublease.

10. Option Default and Remedies. In the event the Subtenant fails to fulfill any of the Subtenant's obligations in this Purchase Option section, the Sublandlord may terminate this Purchase Option and pursue all available legal and equitable remedies. In the event the Sublandlord fails to



fulfill any of Sublandlord's obligations in this Purchase Option section, Subtenant may terminate this Purchase Option and pursue all available legal and equitable remedies.

11. Use Restriction; Reserved Rights. Subtenant acknowledges and agrees that the deed from Subtenant shall contain restrictions requiring that the Option Property shall be used as a restaurant and not for any other purposes, except that the second floor of the Sublandlord's Building may be used as offices and/or residential housing, and providing that the Option Property shall not be used for the sale or servicing of watercraft or marine equipment, or for offering any products or services similar to those that are offered by Sublandlord in connection with its business. Further, Subtenant acknowledges and agrees that Sublandlord shall reserve access rights over existing roadways, and shall further reserve the right to use any parking areas located on the Option Property.

12. Survey. Subtenant shall obtain a recordable survey of the Option Property, prepared by a Maine Registered Land Surveyor acceptable to the parties, at Subtenant's sole expense (the "Survey"). Subtenant agrees to furnish to Sublandlord a copy of the Survey within three (3) business days of Subtenant's receipt of the same. The Survey must be reasonably acceptable to Sublandlord. The deed from Sublandlord to Subtenant shall include a description of the Option Property reasonably acceptable to Sublandlord derived from the Survey, provided that such description is provided to Sublandlord not later than ten (10) days prior to the closing date. Subtenant hereby acknowledges that inclusion of any such survey description in the deed does not represent and shall not constitute a warranty by Sublandlord as to the accuracy of such a description. The foregoing acknowledgment shall survive the closing.

13. Right of First Refusal. In the event that Subtenant exercises the Purchase Option and obtains title to the Option Property, Subtenant agrees that it shall grant to Sublandlord a right of first refusal to purchase the Option Property from Subtenant in the event that Subtenant desires to sell or otherwise transfer or convey the Option Property, or any part thereof, or interest therein, or if Subtenant has received a bona fide written offer to purchase the Option Property. The parties agree to enter into a mutually-acceptable agreement setting forth the terms and conditions of such right of first refusal, which agreement shall be executed at the closing on the transfer of the Option Property. The parties agree to work together in good faith to agree upon the terms of such agreement.

14. Adjustments, Prorations, and Closing Costs.

A. Current assessments and real estate taxes, if assessed, are to be apportioned as of the date of delivery of the deeds on the basis of the municipal fiscal year of the Town of Hampden.

B. The Maine real estate transfer tax shall be paid by the Sublandlord and the Subtenant in accordance with 36 M.R.S. § 5641-A.

C. The recording fee for the deed will be paid by the Subtenant.

D. A portion of the purchase price may be withheld at the closing by the Subtenant if required by 36 M.R.S. § 5250-A (as required by Maine law).

15. Conditions Precedent.

A. Sublandlord's obligations set forth in this Sublease are expressly contingent on obtaining consent from TD Bank, holder of a certain leasehold Mortgage and Security Agreement, dated April 7, 2006, and recorded in the Penobscot County Registry of Deeds in Book 10388, Page 159, to the sublease of the applicable portions of the Leased Premises. In the event that such consent is not obtained, this Sublease shall be null and void, any payments made by Subtenant to Sublandlord shall be returned to Subtenant, and neither party shall have any further obligations hereunder.

B. Sublandlord's obligations set forth in this Sublease are expressly contingent on obtaining consent from the Town of Hampden to the sublease of the applicable portions of the Leased Premises, pursuant to the terms of the Master Lease. In the event that such consent is not obtained, this Sublease shall be null and void, any payments made by Subtenant to Sublandlord shall be returned to Subtenant, and neither party shall have any further obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument, in any number of counterparts, each of which shall be deemed an original for all purposes, as of the day and year first above written.

**SUBLANDLORD:**

Hamlin's Marina, Hampden

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Duly Authorized

**SUBTENANT:**

McLaughlin, LLC:

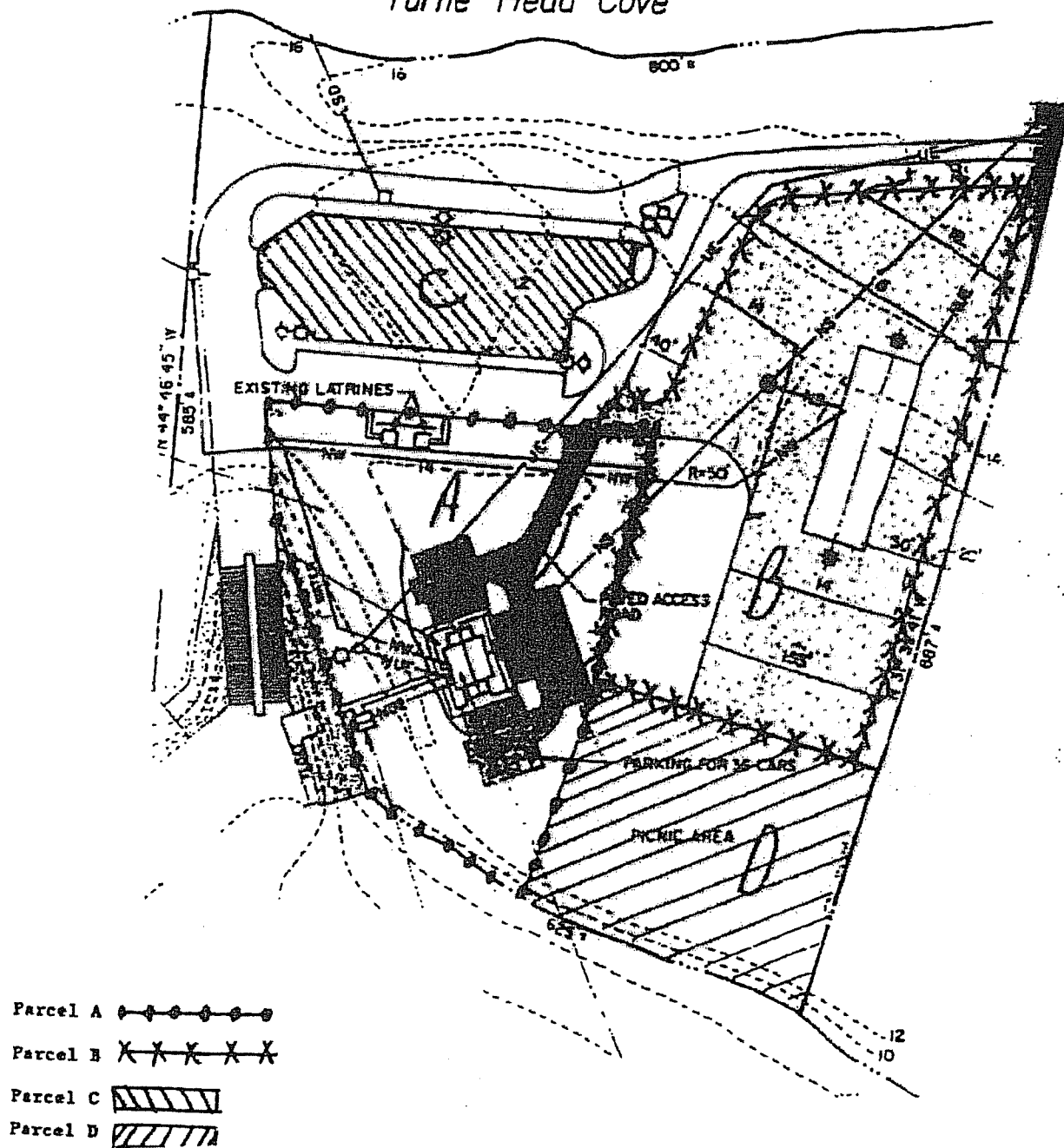
By: \_\_\_\_\_

Name: \_\_\_\_\_

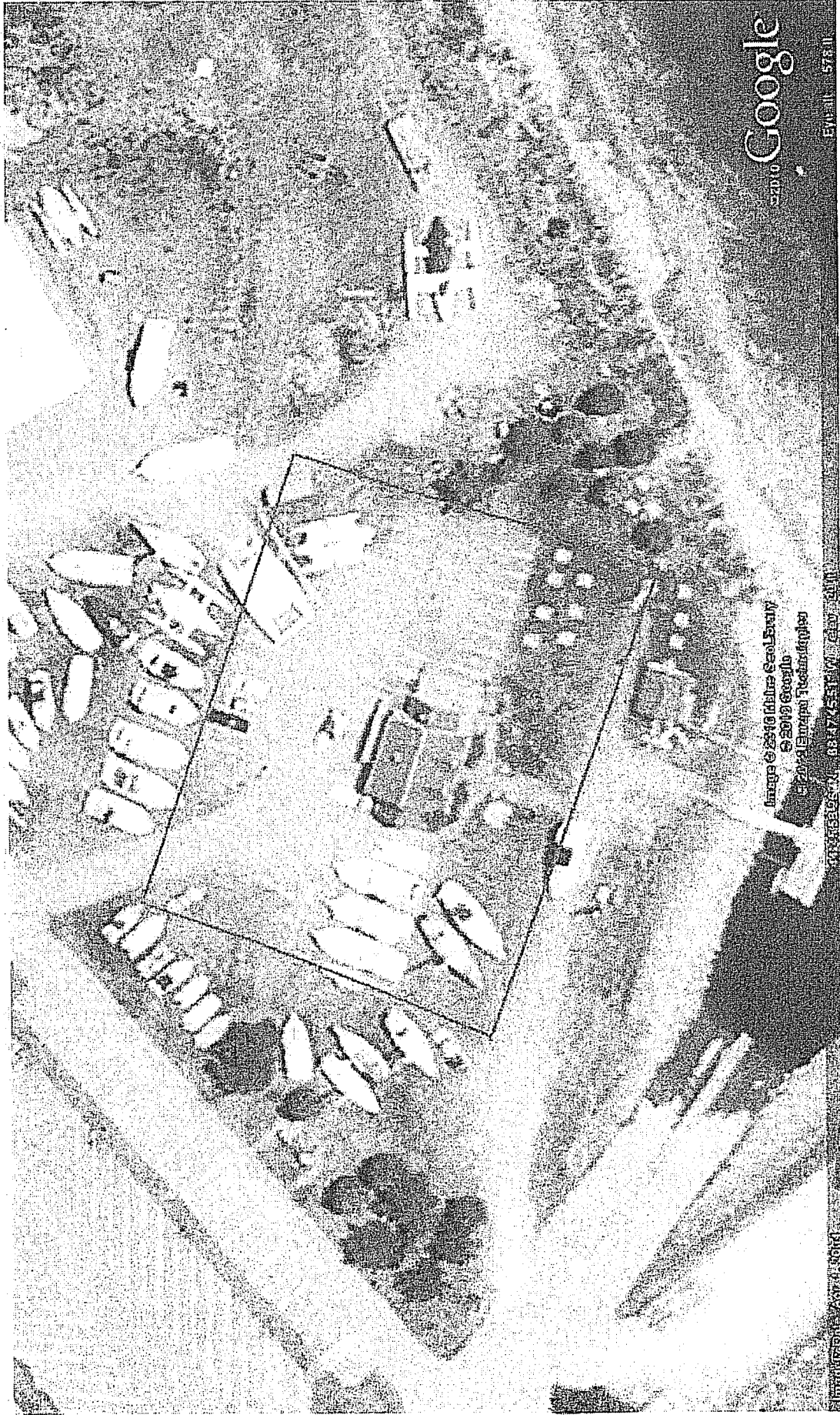
Its: \_\_\_\_\_

Duly Authorized

*Turtle Head Cove*



SCHEDULE B



Lot size  $225' \times 178' = 40,050 \text{ ft}^2$  or .92 acre

C-3-C

**TOWN OF HAMPDEN  
PUBLIC SAFETY DEPARTMENT**

**POLICE CRUISER  
BID SHEET**

March 31, 2011  
12:00 p.m.

BIDDER	VEHICLE	BID AMOUNT
Stoneham Motor Company	Crown Victoria	\$23,480.00
Quirk – Augusta	2011 Ford Police Interceptor	\$22,189.00
Quirk – Augusta	2011 Ford Expedition	\$28,645.00
Quirk - Augusta	2011 Chevrolet Tahoe	\$29,980.00
O'Connor's	2011 Chevrolet Caprice	\$25,379.00
O'Connor's	2011 Chevrolet Tahoe	\$29,982.00
Pratt Chevrolet	2011 Chevrolet Tahoe	\$29,995.00
Pratt Chevrolet	2011 Chevrolet Caprice	\$25,564.00
Central Maine Motors	2011 Chevrolet Caprice	\$27,801.58
Central Maine Motors	2011 Chevrolet Tahoe	\$30,947.98
Darling's Ford	2011 Ford Interceptor	\$21,888.00
Darling's Ford	2011 Ford Expedition	\$28,777.00

TOWN OF HAMPDEN

PAVING  
BID SHEET

April 21, 2011  
10:00 am

BIDDER	PRICE PER TON (Est. 5182 Tons)	HAND PLACE/TON (Est. 50 Tons)	TOTAL CONTRACT PRICE
Vaughn Tubodeau II	67.37	67.37	352,479.84
T R Gimise	75.80	150.00	400,295.60
Wellman Paving	67.99	67.99	355,723.68
B & B Paving	73.00	150.00	385,786.00
Pike Industries	82.00	150.00	432,424.00
Lane Construction	73.35	120.00	386,099.70

C-3-d

C-4-a

Water Project  
Dorothea Dix Park

Meter, backflow, Set up and Installation	\$ 410.00
4ft X 4ft slab (12 bags of concrete and re bar)	\$ 200.00
Trench for pipes (public works)	\$ 0
Fountain	\$1,500.00
Pipes and installation (Pipes and fittings)	\$ 450.00
4ft x 4ft x 6ft shed	<u>\$ 400.00</u>
	\$2,960.00

The project's focus is to re-establish access to potable water at Dorothea Dix Park. Currently no water is available. It is recommended by the Friends of Dorothea Dix Park that a three access point system be constructed to provide maximum functionality for the users of the park.

The heart of the system will be the housing for the Water District's meter, radio and backflow device. This will be a small, 4ft by 4ft shed that will also stand as a base for two of the three service points. Inside this shed, there will be a threaded faucet which will be used primarily by recreation staff and the garden club. This will be locked during time of nonuse. There will be a second faucet on the outside of the shed which will be for public use. This faucet will not be threaded and will be spring loaded to avoid waste. The third and final service point will be a standard drinking fountain. This fountain will be located next to the two covered picnic areas approximately 150 ft from the shed.

The Friends of Dorothea Dix Park would like to request that the remainder of undonated materials for the project be funded by the Town of Hampden and that all labor be coordinated and provided by the committee.

In addition to this project, the Friends of Dorothea Dix Park will be holding park work day. We have been in contact with public works to help with removal of debris and donation of gravel to fix some sections of the trail. This will be sometime during the late spring/early summer. Exact date to be determined and will be publicized throughout the community.

April 11, 2011

To the Members of the Hampden Town Council,

On behalf of the Recreation Department of the Town of Hampden, we are writing to seek authorization to move forward with specific recreation-related goals outlined in the 2010 Comprehensive Plan. It is our understanding that due to the recent ruling nullifying the 2010 Comprehensive Plan, all town departments, including the Recreation Department, have been mandated to cease all work related to anything within the contents of that Plan. This letter underscores the implications of this action and outlines the importance to the community of the Recreation Implementation Strategies contained within the Comprehensive Plan.

Numerous time-sensitive issues drive our request. Conservative estimates suggest that it may be six months to two years before the issues surrounding the Comprehensive Plan might be settled. The Recreation Department cannot be constrained from moving forward for this amount of time without a significant negative impact on the town and its citizens.

Currently, the vast majority of the programs run by the Recreation Department and its affiliated programs operate at facilities owned by entities other than the Town of Hampden. This borrowed usage causes substantial time and availability constraints for recreation programs and limits the opportunities the Recreation Department can offer to its citizens. Lack of a dedicated recreation facility remains a serious shortcoming of the town and was a key facet of the aforementioned Recreation Implementation Strategies (Strategy R3). In addition to not addressing the fundamental need for a facility, the inability to work on this strategy also could have significant financial impact. The Recreation Department Director estimates that it would cost \$500,000 to renovate an existing facility versus several million dollars to design and build a new one. The potential exists that a suitable existing facility (e.g., the Skehan Gymnasium) may soon become available; however, under the current mandate to cease all Comprehensive Plan-related work, the Recreation Department would be unable to capitalize on such an opportunity should it arise.

Likewise, the town lacks sufficient field space to run outdoor programs. The existing town-owned recreation field behind the Lura Hoit pool is scheduled to capacity during fall and spring seasons and lacks sufficient parking such that cars line Western Avenue during some programs. During these seasons, there is no field time available for the Recreation Department's affiliated programs, so these programs must operate on private land (Bouchard Sports Center; a division of H.O. Bouchard, Inc.). These programs stand to lose two soccer fields and a football field at any moment should the current owners decide on another use for this property.



Considerable community support exists for a capital campaign to raise funds for a multipurpose field complex within Hampden. However, without an intact recreation portion of the Comprehensive Plan and Town Council support, grant acquisition efforts will be stymied. Funding sources typically require this type of documentation for the approval of such projects. With each passing day, we are missing grant cycles and other outside funding opportunities. We implore that Council members recognize that a lack of action on this matter now will lead to greater taxpayer expense in the years to come when the town is forced to purchase fields because no others are available.

Lastly, we would like to point out that Town Council has established a precedent for moving forward with portions of the 2010 Comprehensive Plan. For example, due to its perceived benefit to the community, the Employment and Economy Implementation Strategy EE13 related to the Business Expansion and Retention (BEAR) program has been allowed to continue despite nullification of the 2010 Comprehensive Plan. We believe the Recreation Implementation Strategies hold equivalent benefit to the community.

To maintain its status as the "Community of Choice in Central Maine," a town must have sufficient facilities to offer recreational opportunities to its citizens. We believe that the community members who have objected to some of the content of the 2010 Comprehensive Plan would be dismayed to learn that their actions have also halted progress on these important initiatives. To that end, we would be happy to meet with any townspeople or Town Council members to answer questions related to this request. We thank you for your prompt consideration of our request for approval of Recreation Implementation Strategies R1 through R12 as outlined in the 2010 Comprehensive Plan and look forward to receiving a positive response for the benefit of the community.

Sincerely,

The Hampden Recreation Committee

M.J. Ball  
Terry Bean  
John Clifford  
Wendy Flannery  
Jane Jarvi  
Dave Lindemann  
Tracey Mahoney

C-4-C

Current Folder: **INBOX**

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**Subject:** National Association of Letter Carriers Food Drive

**From:** "Karen Tolstrup" <karent@unitedwayem.org>

**Date:** Tue, April 12, 2011 2:09 pm

**To:** kimberly.quigley@bangormaine.gov ([more](#))

**Cc:** "Sara Yasner" <saray@unitedwayem.org> ([more](#))

**Priority:** Normal

**Options:** [View Full Header](#) | [View Printable Version](#) | [Download this as a file](#)

It is time for the 19<sup>th</sup> annual National Association of Letter Carriers Food Drive, Saturday May 14<sup>th</sup>. As in the past, the United Way of Eastern Maine has partnered with the letter carriers to get the word out to community members about the largest food drive in the country.

As before, we would be very grateful if your City Council could make a proclamation on or near the date of the drive. In addition, if you have public access TV of your proceedings, it would be great if you could read the proclamation during your session.

I have attached a sample of the proclamation language, but feel free to alter it as you deem appropriate.

Thank you for your time and willingness to help the folks in our five county area.

Karen D. Tolstrup

Community Impact Division

United Way of Eastern Maine

24 Springer Dr Ste 201

Bangor, ME 04401-3655

207-941-2800 ext 223

207-941-2805 (fax)

karent@unitedwayem.org

**Give. Advocate. Volunteer.**

**Town Of Hampden Proclamation  
National Association of Letter Carriers Food Drive Day  
Saturday, May 14, 2011**

WHEREAS, the National Association of Letter Carriers, the United States Postal Service, and the AFL/CIO have partnered with the United Way of Eastern Maine for the 19<sup>th</sup> annual National Association of Letter Carriers Food Drive; and

WHEREAS, this event is the largest one-day food drive in the nation and has raised over 90 million pounds of food nationally for each of the past three consecutive years, feeding families throughout the nation; and

WHEREAS, an estimated 30 million people in America face hunger each day, including 12 million children; and

WHEREAS, letter carriers across Maine will collect food at residents' mailboxes on Saturday, May 14, 2011, to be dispersed to local food banks and pantries;

NOW, THEREFORE, I, Janet Hughes, Mayor of the Town of Hampden, do hereby proclaim Saturday, May 14, 2011 as

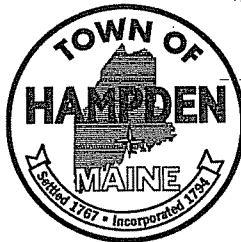
**NATIONAL ASSOCIATION OF LETTER CARRIERS FOOD DRIVE DAY**

in Hampden, and urge all citizens to combat hunger in Maine by leaving non-perishable food items by their mailboxes for their letter carriers on this day. Further, I encourage all residents to recognize and commend Hampden letter carriers, the volunteers involved and the people who donate food throughout the city for their generosity and participation in this tremendous community event to alleviate hunger in Maine.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Janet Hughes, Mayor

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207)  
Fax: (207) 86  
email: hamp

C-4-d

## CERTIFICATE OF COMMITMENT OF SEWER USER RATES

To: Susan M. Lessard, the treasurer of the municipality of Hampden, Maine.

We, the undersigned municipal officers of the municipality of Hampden, Maine hereby certify and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A §3406 for those properties, units, and structures required by local and state law to pay a sewer rate to the municipality, for the period beginning 01/01/11 and ending 03/31/11. This list is comprised of the pages numbered 1 to 1 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) 05/26/11. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum total of those lists being \$ 131,411.60. You are hereby required to charge interest at a rate of 7 % per annum on any unpaid account balance beginning 05/27/2011. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before 9/2011 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Municipal Officers of the Town of Hampden, Maine

# ARBOR DAY PROCLAMATION

**WHEREAS**, In 1872, Sterling Morton proposed that a special day be set aside for the planting of trees, and

**WHEREAS**, the holiday called Arbor Day, was first observed with the planting of more than a million trees in a single state, and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**WHEREAS**, trees in Hampden increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**THEREFORE, I JANET HUGHES, MAYOR OF THE TOWN OF HAMPDEN, TOGETHER WITH THE HAMPDEN TOWN COUNCIL, DO HEREBY PROCLAIM MAY 19, 2011 AS**

## ARBOR DAY

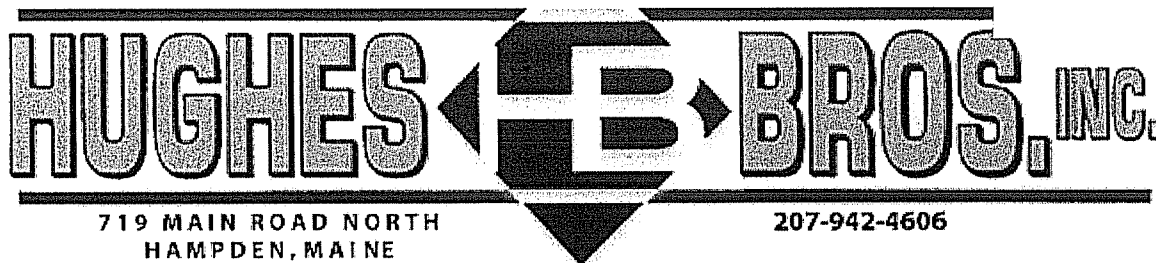
**IN THE TOWN OF HAMPDEN, AND WE URGE ALL CITIZENS TO SUPPORT THE EFFORTS TO PROTECT OUR TREES AND WOODLANDS, and**

**FURTHER, We** urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

**DATED** this 2<sup>nd</sup> day of May in the year 2011.

Mayor \_\_\_\_\_

C-4-f



Chip Swan

April 18, 2011

Town of Hampden  
106 Western Ave.  
Hampden, Maine 04444

RE: Sewer Extension – 101 Coldbrook Road

Dear Chip:

In 2007, Plaza Properties and Hughes Bros., Inc. (Hughes) collaborated to extend the public sewer from the corner of Coldbrook Road and Laskey Lane extending along Coldbrook Road and 600' along the property line of Hughes Bros. to behind the Plaza Properties property (now known as Angler's Restaurant). The cost for this work was paid for by Hughes and Plaza Properties. The Town accepted this portion of the sewer as public sewer in 2009, and Angler's Restaurant was connected to the system. Hughes proposes to extend the 8" pvc sewer main from the last existing precast concrete manhole for approximately 300' and install one additional precast concrete manhole. An 8' PVC stub will be installed and plugged in the precast manhole for future purposes. Hughes proposes to install three 6" pvc services along the proposed sewer main including a connection to an existing metal building along Route 202, and two future service connections (capped in a watertight manner) which are shown as stubs, as shown on the attached drawings. One of the proposed service stubs is to connect to an existing building in the future and the other is to support future development. The two existing buildings are currently serviced by an onsite subsurface wastewater disposal system. All proposed work will be conducted in accordance with the Town of Hampden's sewer ordinance.

After construction, Hughes Bros. will request that the proposed sewer main be accepted by the Town of Hampden as Public Sewer, as shown on the attached drawings prepared by Carpenter Associates, Inc. A 20' wide easement will be provided by Hughes to the Town as required, as shown on the drawings. The sewer services will remain as private connections owned by Hughes.

We have enclosed four sets of full size drawings and associated specifications for review and approval of design. We have also provided an electronic copy by email to help facilitate review by the Town's infrastructure committee on April 25, 2011. We will provide record drawings upon completion of the work planned for May.

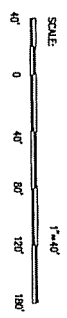
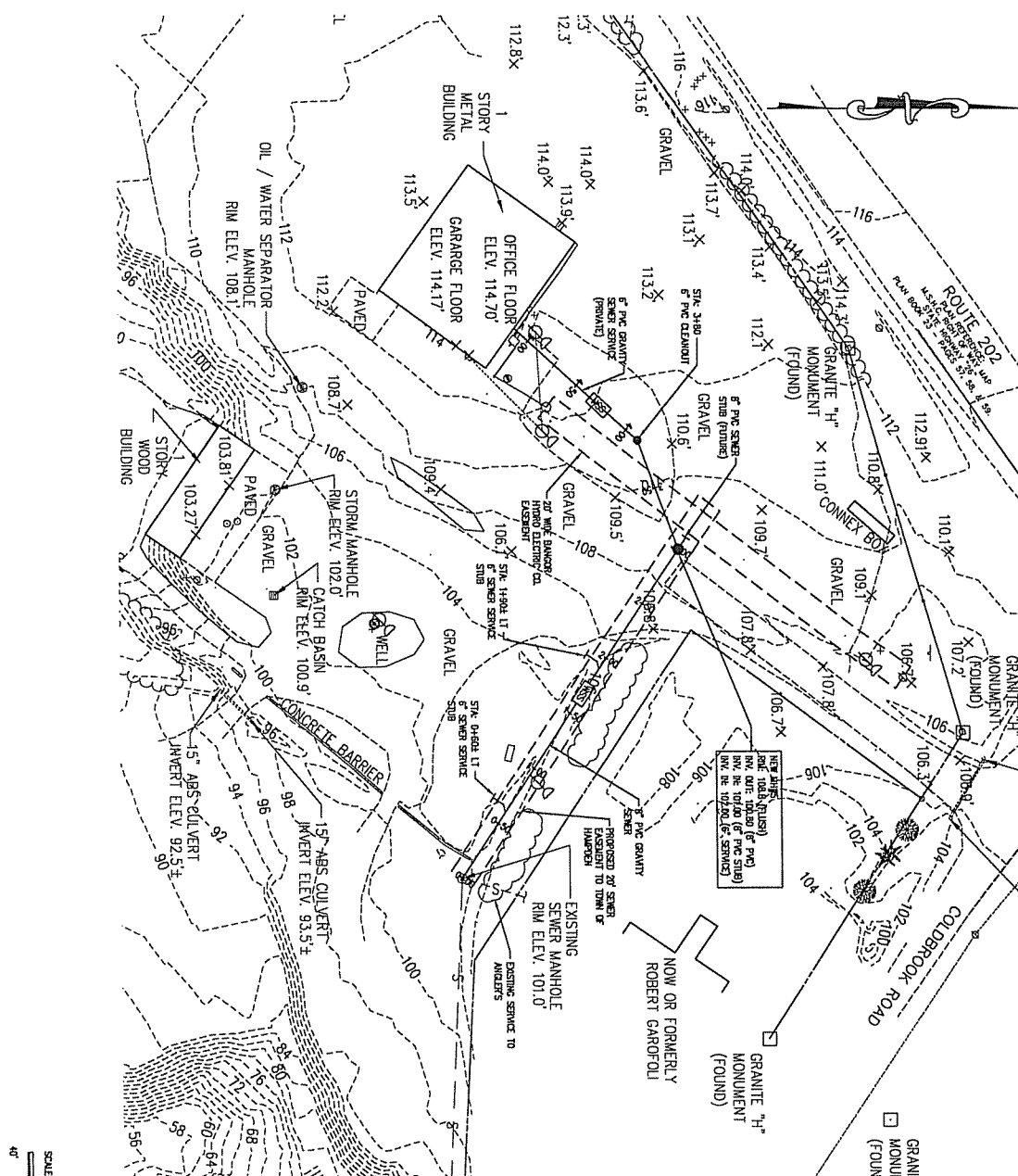
We understand that Woodard & Curran, Inc. will be providing review as the Town's consultant, and have provided an extra copy for you to send to them. Please feel free to call me with any questions or concerns.

Sincerely,

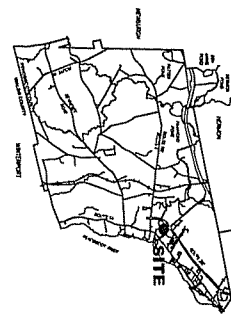
HUGHES BROS., INC.

Larry A. Langille II  
Project Manager

Cc: Jim Wilson, Woodard & Curran, Inc.



- LEGEND**
- IRON PIPE FOUND
  - IRON ROD FOUND
  - GRANITE MONUMENT
  - UTILITY POLE
  - UTILITY POLE WITH LIGHT
  - CATCH BASIN
  - SPOT ELEVATION
  - MANHOLE
  - SEWER MANHOLE
  - SIGN
  - CORRUGATED BLACK PLASTIC PIPE
  - CORRUATED METAL PIPE
  - ★ ABS
  - ★ CMP
  - ★ SOFTWOOD TREE
  - ★ HARDWOOD TREE
  - INDEX CONTOUR
  - 2' CONTOUR
  - RIGHT OF WAY / PROPERTY LINE
  - EDGE OF PAVEMENT / GRAVEL
  - OVERHEAD WIRES
  - TREELINE



**NOTES:**

1. EXISTING DRAINAGE BASINS OR SHEDS ARE SHOWN BY DASHED LINES AND ARE NOT TO BE REMOVED.
2. CONSTRUCTION TO MAINTAIN ALL EXISTING ELEVATIONS FROM TO EXISTING GRADE.
3. CONSTRUCTION TO MAINTAIN EXISTING ELEVATIONS FROM TO EXISTING GRADE.
4. EXISTING DRAINAGE BASINS ARE TO BE REMOVED AND REPLACED BY NEW DRAINAGE BASINS.
5. CONSTRUCTION TO MAINTAIN ALL EXISTING GRADE.
6. CONSTRUCTION TO MAINTAIN ALL EXISTING GRADE.

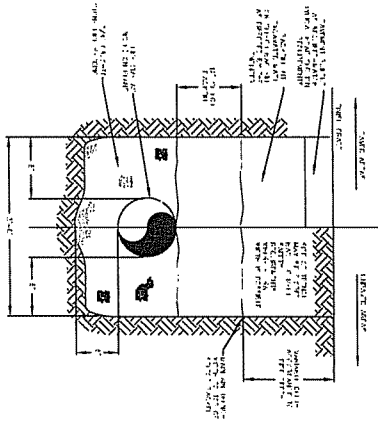
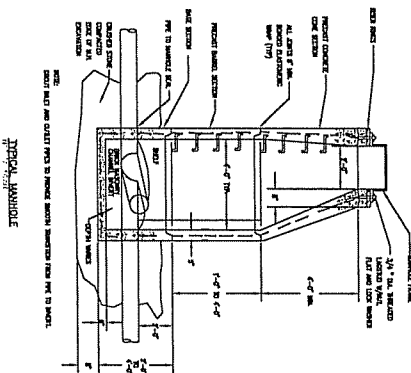
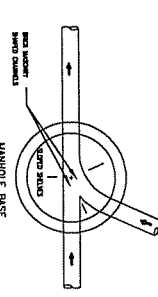
FOR REVIEW  
4-14-11

1

Drawing: BB Checked: RB Scale: 1"=40' Date: 4/7/11 Project No: 21148 Sheet Number:	HUGHES BROTHERS, INC. <b>PROPOSED SEWER EXTENSION</b> HAMPDEN, MAINE	<table><tr><th colspan="4">REVISIONS</th></tr><tr><th>NO.</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	REVISIONS				NO.	DATE	BY	DESCRIPTION																					<b>CARPENTER ASSOCIATES</b> CONSULTING ENGINEERS 687 STILLWATER AVENUE • OLD TOWN-MAINE 04468
	REVISIONS																														
	NO.		DATE	BY	DESCRIPTION																										
SITE PLAN																															







NOTES:

1. ALL STIVER CONSTRUCTION SHALL COMPLY TO THE TOWN OF HUNSDON STIVER ORDINANCE - REQUIRE LOW PRESSURE PEE TESTING AND WASHLET VOLUME TESTING
2. TOWN OF HUNSDON REPRESENTATIVE SHALL BE PRESENT DURING ANY STIVER CONSTRUCTION AND TESTING AT THE OWNERS EXPENSE

FOR REVIEW  
4-14-11

2

HUGHES BROTHERS, INC.  
PROPOSED SEWER EXTENTION  
HAMPDEN, MAINE

## SEWER PROFILE

[illegible]

**CARPENTER ASSOCIATES**  
CONSULTING ENGINEERS  
687 STILLWATER AVENUE • OLD TOWN • MAINE 04468



C-4-g

Town of Hampden  
Att: Susan Lessard, Town Manager

4/12/2011

**Re: Town of Hampden, 2001 Comprehensive Plan**

Dear Susan,

Due to inconsistencies via responses by Town officials to various Comp Plan questions posed by the citizens of this Town, I felt compelled to put together a package to try and make some sense of your answers. Please accept this letter as my response to your 4/7/2001 email regarding the validity of the 2001 Comprehensive Plan adoption process (4/7 email attached).

On 3/10/11 you sent out an email (3/10 email attached) summarizing the Town Attorney's opinion stating that the 2010 Comp Plan was indeed illegally adopted. Because of this illegal adoption it was determined that the 2010 Comp Plan was set back to a "draft" status and the 2001 Comp Plan was actually still a legally binding document. Your immediate defense of the validity of the 2001 Comp Plan made me look again at your 3/10/2010 statements. First you said "it was found that the Comprehensive Plan Committee for the Plan adopted in 2001 WAS the Planning Board". This statement does not appear to be accurate because in the 7/2000 Planning Board minutes, it is clearly stated that there were indeed 2 separate entities: a Planning Board, and a 2001 Planning Committee. The 2001 Planning Board members list as stated in the minutes were: D. Caliendo, A. Childs, B. Dean, S. Dubay & finally D. Thomas. The 2001 Planning Committee members list as stated in the minutes were: B. Bridges, M. Pullen, H. Frost, R. Hidu, M. Robbins, B. Woodcock, P. Ludwig, D. Stover, **T. Brann**, D. Field & finally B. Dixon. There were clearly 2 separate groups, or committee's of people, working for the Town.

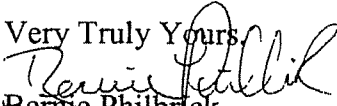
Your next statement from the 3/10/11 email was, "That committee was formed in the late 1990's, so no one that currently works here was part of that process". Please note from the Planning Committee list I presented above, member **T. Brann**. **Mr Brann** is now Councilor Brann who was a part of that process. I will discuss **Councilor Brann** and his involvement with both the 2001 and the 2010 plans at a later time. This letter is concerning the validity of the 2001 Comp Plan. To summarize, it seems that the 2001 Comp Plan Committee was **NOT** the Planning Board. Also, there is a member still working for the Town. Both explanations from the various committees and boards minutes are contrary to your reasons for the 2001 Plan to remain as a valid document.

In your 4/7/11 email you again stated that the Planning Committee and the Planning Board are the same. Again, please reference above statements from actual meeting minutes and you will find that your statement is not accurate. You also made the following statements "Since that was the case – the version of the Comprehensive Plan that the Town Council took action on (after a joint Public Hearing with the Planning Board) was the purview of the Planning Board" & "A joint public hearing of the Town Council and the Planning Board was held on Monday, October 1, 2001 of the final draft of the Comprehensive Plan".

I found these statements by you to be misleading. Reviewing the Planning Board and Town Council minutes from July 2000 to December 2001, I found the following information. In July

2000, the 2001 Plan was brought to the Planning Board for review. From 7/2000 on, the Planning Board minutes indicate no further activity regarding adoption of 2001 Comp Plan by the Planning Board. Nor did a vote by the Planning Board ever occur in the minutes, to adopt the 2001 Comp Plan taken, moving the Comp Plan to the full Council for adoption. The joint public hearing (not a planning board meeting) that you referenced occurring on on October 1, 2001 was a Town Council meeting. The Town Council could not have adopted the Plan on this date because the Comp Plan was still in its draft state, not the "final" draft state as you have mentioned. In November, due to the changes occurring with the "draft" 2001 Comp Plan the Town Council felt it was necessary to hold another public hearing on December 3, 2001. It was at this time that the Town Council made the motion for adoption, BUT the Town Attorney stepped in and made the comment that since the 2001 Comp Plan has been changing, the Town should AT LEAST publish 1 copy and have it on display for the public to view at the Town Office before moving to adopt the plan. The Town Attorney also felt that the Town Council members each should have a copy to read before they voted for adoption. Your statement that the final vote was taken on December 17, 2001 is accurate. But this final plan was NOT the plan the public was shown throughout the public hearing process, nor was this final plan ever adopted by the Planning Board.

I am hereby asking you and the Town Attorney to take another look at the validity of the 2001 Comprehensive Plan. Also, the Town of Hampden should review how many ordinances have been crafted based upon this 2001 plan. If the 2001 Comprehensive Plan was not adopted in accordance with the Town's Charter, then the legality of the Town's many restrictive ordinances seems in great doubt.

Very Truly Yours,  
  
Bernie Philbrick  
1206 Western Avenue  
Hampden, ME 04401

cc: Tom Brann, Andre Cushing, Bill Shakspeare, Janet Hughes, Jean Lawlis, Kristen Hornbrook, Thomas Russell, David Crocker, Mike Levesque, Lisa Carter, Rich Armstrong, Jeremy Williams, Matt McLaughlin, Cindy Philbrick, Paul Philbrick, HALO and many others who will listen.

----- Forwarded message -----

From: Susan Lessard <manager@hamdenmaine.gov>

Date: Thu, Mar 10, 2011 at 3:30 PM

Subject: COMPREHENSIVE PLAN ..... IMPORTANT.....

Good Afternoon,

The purpose of this email is to bring to your attention an item in the Town Charter that was discovered by a Staff member this week while researching information that relates to the Comprehensive Plan. Section 604 of the Town Charter says "The Town Council shall approve no changes in the Comprehensive Plan without the recommendation of the Planning Board. Such recommendations may be overturned by an affirmative vote of five councilors". When the staff member brought this to me on Tuesday I referred it to the Town Attorney immediately for an opinion. I received a call with that opinion today.

In the opinion of the Town Attorney, the 2010 Comprehensive Plan was not properly adopted because it lacked a recommendation from the Planning Board. Even though the 2010 Comprehensive Plan was voted in the affirmative by more than five Councilors, it still lacked the recommendation of the full Planning Board. This creates a situation in which, since the 2010 was not properly adopted, the 2001 plan was not repealed - and the 2001 plan is the one that is currently in effect.

In researching why the 2001 Plan did not suffer from this problem, it was found that the Comprehensive Plan Committee for the plan adopted in 2001 WAS the Planning Board. That Committee was formed in the late 1980's so no one that currently works here was part of that process. The Committee formed in 2008 was a Committee that included two members of the Planning Board, but was not the Planning Board in its entirety.

I wanted the Town Council to have this information just as soon as I did. Tom is writing up a formal legal opinion on this and I will forward that as soon as it is available. I thought it was critical to get this information to Councilors as soon as possible. This will be on the agenda for March 21st.

Call if you have questions -

Sue

From: Susan Lessard <manager@hampdenmaine.gov>

To: Bernie Philbrick <elcobem@aol.com>

Co: tombrann <tombrrann@tds.net>; Andre Cushing <andrec@roadrunner.com>; Bill Shakespeare <wmshakespeare@hotmail.com>; Janet Hughes <hughes@towncouncil@gmail.com>; Jean Lewis <lewis@towncouncil@gmail.com>; Kristen L. Hornbrook <hornbrook@towncouncil@gmail.com>; Matt Arnett <arnett@towncouncil@gmail.com>; Thomas A. Russell <tar@fmlegal.com>; Hampden <info@hampdenmaine.gov>

Subject: 2001 Comp Plan

Date: Thu, Apr 7, 2011 4:34 pm

Dear Mr. Philbrick,

As explained in the letter by Attorney Russell in his legal opinion regarding the status of the 2010 Comprehensive Plan, unlike the 2010 Comprehensive Planning Committee, which was comprised of citizens, two representatives of the Planning Board, and others, the Planning Committee for the 2001 Comprehensive Plan WAS the Planning Board with others as members as well, named by the Council specifically for the purpose of addressing the inconsistency between the State-defined review/approval process and the Town Charter requirement that the Planning Board make a recommendation on any changes to the Comprehensive Plan. Since that was the case - the version of the Comprehensive Plan that the Town Council took action on (after a joint Public Hearing with the Planning Board) was the purview of the Planning Board. It was not necessary for a separate vote by the Planning Board. The Planning Board was named as the Planning Committee for the Comprehensive Plan on July 17, 2000. A joint public hearing of the Town Council and the Planning Board was held on Monday, October 1, 2001 of the final draft of the Comprehensive Plan. It was referred to a public hearing for adoption on 11/19/2001 and the public hearing for adoption was opened on December 3rd and the final vote on adoption of the plan was held on December 17, 2001.

I hope that this is helpful -  
Sue Lessard  
Town Manager

## 2001 PLANNING COMMITTEE

BRENT BRIDGES

MIKE RUEN

HERB FROST

RON HIDA

MIKE ROBBINS

BEV WOODCOCK

PETER LEWIS

DAN SEWER

TOM BRANN

DAVE FIELD

BOB DIXON

## 12/2001 PLANNING BOARD

DAVE CALIENDO

ARTHUR CHILDS

BERIC DEAN

STEVE DURAN

DAWN THOMAS

## 12/2001 TOWN COUNCIL

WILLIAM ROMANO

DONALD MITCHELL

ROBERT GILBERTI

DANA SKINNER

WILLIAM CHAMBERLAIN

RICK BRIGGS

THOMAS BRANN

Dear Mr. Philbrick,

As explained in the letter by Attorney Russell in his legal opinion regarding the status of the 2010 Committee, which was comprised of citizens, two representatives of the Planning Board, and others WAS the Planning Board with others as members as well, named by the Council specifically for the defined review/approval process and the Town Charter requirement that the Planning Board make a decision. Since that was the case - the version of the Comprehensive Plan that the Town Council took action on was the purview of the Planning Board. It was not necessary for a separate vote by the Planning Board on the Comprehensive Plan on July 17, 2000. A joint public hearing of the Town Council and the Planning Board was held on the draft of the Comprehensive Plan. It was referred to a public hearing for adoption on 11/19/2001 and the final vote on adoption of the plan was held on December 17, 2001.

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I hope that this is helpful -  
Sue Lessard  
Town Manager